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MINUTES OF MEETING

JOINT WESTERN AREA COMMITTEE

AUGUST 11-12-13-14-15, 1969

HOTEL CALIFORNIAN

SAN FRANCISCO, CALIFORNIA

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The Joint Western Area Committee convened at 10:00 A.M., Monday, August 11, 1969, at the Hotel Californian in a Joint Session of the Full Committee of both Employer and Union Representatives.

Under the rotating Chairmanship rule of the committee, the Unions named as Chairman of the Joint Committee, Mr. Joseph J. Diviny.

(1) The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of May 12, 13, 14, 15, 1969 were approved as distributed with the following corrections:

Correction of Minutes - February, 1969 JWAC Main Committee:

Case # 2-9-4277 — Local 208, Los Angeles, California, and Exley Express

Decision: (Committee for Local Operations)
M/m/s/and Deadlocked that the claim of the Union be upheld.

Case # 2-9-4279 — Local 208, Los Angeles, California , and Navajo Freightlines

Decision: (Committee for Local Operations)
M/m/s/and Deadlocked that the claim of the Union be allowed.

When these two cases were presented to the Main Committee for final disposition the action of the Main Committee was not included in the February Minutes. Please correct your Minutes as follows:

Case #2-9-4277 - (Main Committee Decision-Transcript Pg. 452/ 2/69)
M/m/s/c/ the claim be allowed but three hours instead of five.

Case #2-9-4279 - (Main Committee Decision - Transcript Pg. 452/ 2/69)
M/m/s/and Deadlocked the claim be paid.
The motion for arbitration failed.

Correction of Minutes - May, 1969 JWAC

Case # 2-9-4269 — Valley Copperstate - Change of Operations
Locals: 81 - 85 - 150 - 287 - 439

DISPOSITION: Withdrawn without prejudice (Did not appear in May Minutes)

Case # 5-9-4442 — Milne Truck Lines (Change of Operations)
Locals: 104 - 224

DISPOSITION READS: Withdrawn.
DISPOSITION SHOULD READ: "Withdrawn without prejudice to being refiled.

Case # 5-9-4610 — Hopper Truck Lines (Change of Operations)
Locals: 104 - 224 - 310

DISPOSITION READS: Withdrawn.
DISPOSITION SHOULD READ: "Withdrawn without prejudice.

Please correct your Minutes accordingly.

2. Discussion of cases filed after the deadline date.

3. The August, 1969 Agenda was approved as revised.

4. The following changes were made in committee members:

Glen Jones of Local 492 replaces Allan Griggs for the Unions.
H. K. (Bill) McDougald replaces Earl Mansfield for the Employers.

- IMPORTANT -

5. THE NEXT MEETING OF THE JWAC WILL BE HELD AT THE INTERNATIONAL INN, BAYSHORE FREEWAY AND AIRPORT BLVD. - SOUTH SAN FRANCISCO, CALIFORNIA 94080. PHONE: (415) 583-9600.

- IMPORTANT -

THE NOVEMBER MEETING WILL BE HELD ONE WEEK EARLIER - THIS WILL BE THE WEEK COMMENCING NOVEMBER 3, 1969.

THE CUT-OFF DATE FOR THE FILING OF GRIEVANCES WILL BE MOVED BACK ONE WEEK TO OCTOBER 13, 1969.

6. ADJOURNMENT.

CHANGE OF OPERATIONS

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * * * * *

Case # MC-CO-18-8/69

Navajo Freight Lines, Inc.

Multi-Conference

Locals involved: 41, Kansas City, Missouri
180, Los Angeles, California
961, Denver, Colorado

Change of Operations

PRESENT OPERATION:

Presently we have 52 drivers at our Denver, Colorado terminal. Fifty (50) are on a one board sleeper wheel and 2 are on single man runs to Pueblo and/or Colorado Springs. We are presently breaking Pueblo - Colorado Springs freight from the East at Kansas City and Denver. We have no freight originating at Denver for Pueblo - Colorado Springs. The Pueblo - Colorado Springs freight breaking in Denver is moved to Pueblo - Colorado Springs via the two single man runs in Denver. Pueblo - Colorado Springs freight breaking in Kansas City is being moved direct to Pueblo - Colorado Springs by Kansas City sleeper power.

Pueblo - Colorado Springs freight from the West is presently breaking in Albuquerque and is moved to Pueblo - Colorado Springs by Denver power on return trips from Albuquerque.

Los Angeles to Denver freight is presently being moved either by Los Angeles power to Albuquerque and then Denver power to Denver or by Denver power from Los Angeles to Denver.

PROPOSED OPERATION: We wish to make the following changes in the above:

All Pueblo - Colorado Springs freight from the East would break at Chicago or Kansas City. This freight would be combined with freight from Chicago or Kansas City and loaded direct to Pueblo - Colorado Springs. Kansas City power will handle Pueblo - Colorado Springs from Chicago as well as from Kansas City.

Pueblo - Colorado Springs freight from the West will be handled as in the past except for full loads (40' trailers and two pups) from the Los Angeles Area will be moved direct to Pueblo - Colorado Springs by Los Angeles power.

We also wish to run Los Angeles power into Denver on an over-flow basis. Los Angeles power in Denver would have preference over Denver power on loads back to Los Angeles or in the general direction of Los Angeles such as Phoenix, Albuquerque or Las Vegas.

Los Angeles power in Pueblo - Colorado Springs would have preference on any Westbound load without regard to Denver power. Pueblo - Colorado Springs and Denver be considered one terminal insofar as returning Los Angeles power to Los Angeles. To clarify - - - Los Angeles power laying at one of these terminals and no load was available in the direction of Los Angeles, they could be run via either of the other two terminals for a Westbound load without regard to Denver power.

Approval of this Change of Operations would eliminate the need for the two single man runs out of Denver. We suggest that these two men be given the choice to either move to Kansas City with full seniority or bump into the sleeper board at Denver, in which event, two men from the sleeper board could move to Kansas City with full seniority. If no one wishes to move to Kansas City, the last two men would be placed on layoff status at Denver with no protection on any run out of Denver.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
MC-CO-18-8/69

Navajo Freight Lines, Inc.

Multi-
Conference

Change of
Operations

This Change if approved would allow us to improve our service into Pueblo - Colorado Springs from the East and into Denver from Los Angeles. It would also eliminate the re-handling of Pueblo - Colorado Springs freight from Kansas City, Chicago and Los Angeles.

The Albuquerque based power shall run from Albuquerque to the following points:

Albuquerque to the Bay Area Terminals and freight from the Bay Area and/or Phoenix and Las Vegas destined through the Amarillo Gateway.

Albuquerque to Chicago and Lake Area points, Milwaukee, South Bend, Fort Wayne, LaSalle, Rock Island.

Albuquerque to Phoenix and/or Las Vegas and return. Albuquerque to Amarillo and from Amarillo to Albuquerque and or Bay Area with freight destined to those points.

The Denver-based power shall run from Denver to the following points:

Denver to Chicago and/or Omaha.
Denver to Albuquerque
Denver to Amarillo
Denver to Gallup
Denver to Phoenix
Denver to Las Vegas

Denver to the Bay Area Terminals with Denver area freight and return with same.

Denver to Fort Wayne, South Bend, LaSalle and Rock Island with Denver Area freight and return with same.

The Kansas City-based power shall run from Kansas City to the following points:

Kansas City to Chicago and direct to Amarillo.
Kansas City to St. Louis to destination except for L.A.
Kansas City to Albuquerque.
Kansas City to Cleveland
Kansas City to Fort Wayne, Kansas City to South Bend
Kansas City to LaSalle and Rock Island then to the Eastern Seaboard destination.
Kansas City to Denver, Kansas City to the Bay Area Terminals.
Kansas City to the Eastern Seaboard Terminals

Kansas City shall have the right to pull all the freight from the Bay Area and/or Phoenix and Las Vegas moving to the Eastern Seaboard through the Kansas City Gateway except Buffalo, Syracuse and Albany and shall have the same right on the return loads from the above points including the overflow from Buffalo, Syracuse and Albany. Kansas City may pull the overflow from Albuquerque and Amarillo to Denver when there is no Denver power available.

Kansas City work rules shall remain in effect as they are.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-18-8/69

Navajo Freight Lines, Inc.

Multi-Conference

The work load for each domicile shall be as follows and shall not be changed until the Company has requested, and is granted, an additional Change of Operations.

Change of Operations

The Los Angeles-based power shall run from Los Angeles to the following points:

Los Angeles to Kansas City and/or St. Louis
Los Angeles to Chicago and/or Fort Wayne, South Bend
Los Angeles to LaSalle and/or Rock Island

The Los Angeles-based power returning from one of the above points shall have the right to drop and pick up at Phoenix and/or Las Vegas,load at these two points and return to Los Angeles.

Los Angeles to Amarillo and Albuquerque and return.

The Dispatch Rules at Los Angeles shall apply on the above operations.

DECISION:

(Multi-Conference Change of Operations Committee - Transcript Pgs. -77 - 93/ - 8/12/69)

M/m/s/c/ that the operational change proposed by Navajo Freight Lines in Case No. MC-CO-18-8/69 be approved as clarified on the record, to be effective no sooner than September 1, 1969. The two drivers who will be displaced from Denver as a result of this change shall be offered the opportunity to move to Kansas City, and if they elect to move they shall be dovetailed on the Kansas City board on the basis of the seniority which they presently enjoy at Denver for bidding.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-22-8/69

Pacific Intermountain Express

Multi-Conference

Change of Operations

81, Portland, Oregon
180, Los Angeles, Calif.
222, Salt Lake City, Utah
224, Los Angeles, Calif.
307, Casper, Wyoming
468, Oakland, Calif.
492, Albuquerque, N. Mexico
670, Salem, Oregon
690, Spokane, Wash.
741, Seattle, Wash.
883, Hood River, Oregon
911, Klamath Falls, Oregon
961, Denver, Colorado

24, Akron, Ohio
41, Kansas City, Mo
200, Milwaukee, Wisco.
544, Minneapolis, Minn.
554, Omaha, Nebraska
600, St. Louis, Missouri
696, Topeka, Kansas
710, Chicago, Illinois

PROPOSED CHANGE OF OPERATIONS

CONVERSION FROM SLEEPERS TO RELAY

(Central and Western I. B. T. Conference Areas only)

CLEVELAND - AKRON

PRESENT OPERATION:

36 sleeper seats - West sleeper operation
20 Chicago single-man bid positions

PROPOSED OPERATION:

Eliminate 36 sleeper seats - West sleepers.

The freight presently moving on these sleepers will be handled with single man trucks, which will increase the present Cleveland-Akron to Chicago operation, plus a new operation Cleveland - Akron to Terre Haute, Indiana, rest and return, with Akron - Cleveland-based drivers.

No redomiciling of Akron-Cleveland-based drivers will result from this change.

CHICAGO

PRESENT OPERATION:

112 West sleeper seats (56 teams)
14 East Sleeper seats (7 teams)
3 Omaha bids (2 and 1 on alternating days)
2 Fort Dodge bids (2 drivers)
2 Cedar Rapids bids (2 drivers)
17 Extra Board

TOTAL - 150 Drivers

PROPOSED OPERATION:

Eliminate 112 West sleeper seats.

Retain 14 East sleeper seats.

Retain present Fort Dodge and Cedar Rapids operation.

Establish Chicago to Omaha single man operation, seven days a week, requiring approximately 65 drivers.

Total proposed driver board at Chicago - 102.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-22-8/69 — Pacific Intermountain Express (Multi-Conference Change)

TWIN CITIES

PRESENT OPERATION:

44 sleeper seats
1 Spirit Lake turnaround (1 driver)
5 Extra Board

50 Total Drivers

PROPOSED OPERATION:

Eliminate 44 sleeper seats.
Eliminate 1 Spirit Lake turnaround.

Establish single man operation to Chicago with Twin Cities based drivers, seven days a week, requiring approximately 5 drivers.

Establish single man operation to Omaha with Twin Cities based drivers, seven days a week, requiring approximately 15 drivers.

Total proposed driver board at Twin Cities - 25.

ST. LOUIS

PRESENT OPERATION:

70 sleeper seats - West sleeper operation
1 Kansas City turnaround (1 driver)
3 Muncie (3 drivers)
1 Cincinnati (1 driver)
1 Louisville (1 driver)
11 Extra Board

87 Total Drivers

PROPOSED OPERATION:

Eliminate 70 sleeper seats.

Retain present Muncie, Cincinnati and Louisville runs.

Establish St. Louis-Omaha single man operation with St. Louis based drivers running to Omaha, rest and return, seven days a week, requiring approximately 16 drivers.

Establish St. Louis to Kansas City single man operation with St. Louis based drivers running to Kansas City and return on a turnaround or rest and return basis, seven days a week, requiring approximately 5 drivers.

Total proposed driver board at St. Louis - 35.

KANSAS CITY

PRESENT OPERATION:

54 sleeper seats
1 St. Louis (1 driver)
1 Villisca turnaround (1 driver)
1 Sebetha turnaround (1 driver)
1 Wichita turnaround (1 driver)
10 Extra Board

68 Total Drivers

(Continued on Following Page)

Case # MC-CO-22-8/69 — Pacific Intermountain Express (Multi-Conference Change)

KANSAS CITY (Continued)

PROPOSED OPERATION:

Eliminate 54 sleeper seats.
Eliminate St. Louis turnaround run.
Eliminate Wichita turnaround run.
Eliminate Sebetha turnaround run.

Retain Villisca turnaround run.

Establish Kansas City to Liberal, Kansas, single man operation with Kansas City based drivers running to Liberal, rest and return, seven days a week, requiring approximately 20 drivers.

Establish Kansas City to Goodland single man operation with Kansas City based drivers, rest and return, seven days a week, requiring approximately 5 drivers.

Establish Kansas City to Omaha single man operation with Kansas City based drivers pulling to Omaha on a turnaround basis, seven days a week, requiring approximately 6 drivers.

Establish Kansas City to Terre Haute, Indiana, single man operation with Kansas City based drivers running to Terre Haute, rest and return, seven days a week, requiring approximately 16 drivers.

Freight presently being handled on the Topeka and Wichita operations will be handled on the proposed Liberal and Goodland runs with extra loads being handled by Kansas City extra board drivers.

Total proposed driver board at Kansas City - 57.

TOPEKA

PRESENT OPERATION: One Kansas City turnaround (1 driver)

PROPOSED OPERATION: Eliminate the Kansas City run.

OMAHA

PRESENT OPERATION:

38	sleeper seats
1	Sebetha turnaround (1 driver)
1	Spirit Lake turnaround (1 driver)
3	Chicago (3 drivers)
2	Cedar Rapids (2 drivers)
15	Extra Board
60	Total Drivers

PROPOSED OPERATION:

Eliminate 38 sleeper seats.
Eliminate Sebetha turnaround run.
Eliminate Spirit Lake turnaround run.
Eliminate Chicago runs.

Retain Cedar Rapids runs.

Establish Omaha-Cheyenne single man operation with Omaha based drivers running to Cheyenne, rest and return, seven days a week, requiring approximately 85 drivers.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-22-8/69 — Pacific Intermountain Express (Multi-Conference Change)

OMAHA (Continued

Freight moving between Omaha and Denver will be handled by Denver based drivers pulling to Lincoln, Nebraska. Loads between Lincoln and Omaha on this operation will be handled by Omaha based local drivers. The intention is to extend the Denver to Lincoln runs through to Omaha as required when road conditions permit.

Total proposed driver board at Omaha - 101.

DENVER

PRESENT OPERATION:

10 sleeper seats - East sleeper operation
1 Colorado Springs-Pueblo turnaround (1 driver)
5 East Extra Board
16 East - Total Drivers

16 sleeper seats - West sleeper operation
8 West Extra Board
24 West - Total Drivers

40 Total Drivers

PROPOSED OPERATION:

Eliminate 10 East sleeper seats.
Eliminate 16 West sleeper seats.

Retain Colorado Springs-Pueblo turnaround run.

Establish Denver-Lincoln, Nebraska, single man operation with Denver based drivers running to Lincoln, rest and return, seven days a week, requiring approximately 12 drivers.

Establish Denver to Goodland single man operation with Denver based drivers on a turnaround basis, seven days a week, requiring approximately 3 drivers.

Establish Denver-Wichita single man operation with Denver based drivers running to Wichita, rest and return, seven days a week, requiring approximately 3 drivers.

Establish Denver-Rock Springs, Wyoming, single man operation with Denver based drivers running to Rock Springs, rest and return, seven days a week, requiring approximately 18 drivers.

Total proposed driver board at Denver - 43.

SALT LAKE CITY

PRESENT OPERATION:

10 sleeper seats
4 Winnemucca bids (2 daily, alternate days) rest and return.
4 Mesquite bids (2 daily, alternate days) rest & return.
4 Boise-Twin Falls (2 daily, alternate days) rest and return.
4 Idaho Falls-Blackfoot (2 daily, alternate days) rest and return.
1 Blackfoot turnaround daily
22 Extra Board
49 Total Drivers

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-22-8/69 Pacific Intermountain Express (Multi-Conference Change)

LOS ANGELES

PRESENT OPERATION:

100 sleeper seats - East sleeper board
44 sleeper seats - West sleeper board
4 Mesquite bids - 2 daily on alternate days(4 drivers)
72 Extra Board
220 Total Drivers

PROPOSED OPERATION:

Eliminate 144 sleeper seats.

Expand the Los Angeles-Mesquite single man operation, seven days a week, requiring approximately 31 drivers.

Establish Los Angeles-Ash Fork, Arizona, single man operation, seven days a week, requiring approximately 20 drivers.

Establish Los Angeles-Oakland single man operation, seven days a week, to be operated half each by Los Angeles and Oakland based drivers, requiring approximately 15 drivers based at Los Angeles.

Total proposed driver board at Los Angeles - 90.

ALBUQUERQUE

PRESENT OPERATION: None

PROPOSED OPERATION:

Establish Albuquerque-Ask Fork single man operation, seven days a week, requiring approximately 20 drivers.

Establish Albuquerque-Liberal, Kansas, single man operation, seven days a week, requiring approximately 20 drivers .

Drivers to operate to Ask Fork and Liberal as loads available on a rotating basis.

Total proposed driver board at Albuquerque - 40.

OAKLAND

PRESENT OPERATION:

148 sleeper seats
5 Bay Area short line (Stockton, Sacramento, Vallejo, San Jose, etc.)
1 Travis peddle - short line
10 Winnemucca-Reno - rotating
6 Yreka - 3 daily, alternating days
47 Extra Board
217 Total Drivers

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-22-8/69 Pacific Intermountain Express (Multi-Conference Change)

OAKLAND (Continued

PROPOSED OPERATION:

Eliminate 148 sleeper seats.
Retain Bay Area and Travis short line operations.

Expand the Oakland-Winnemucca single man operation to run via Sacramento, Stockton, San Jose or Reno, seven days a week, requiring approximately 48 drivers.

Expand the Oakland-Yreka single man operation, seven days a week, requiring approximately 40 drivers.

Establish Oakland-Klamath Falls single man operation (schedules to Spokane) seven days a week, requiring approximately 9 drivers.

Establish Oakland-Los Angeles single man operation, seven days a week, to be operated half each by Oakland and Los Angeles based drivers, requiring approximately 15 drivers based at Oakland.

Total proposed driver board at Oakland - 139.

KLAMATH FALLS

PRESENT OPERATION: None

PROPOSED OPERATION:

Establish Klamath Falls-Redmond single man operation on a turnaround basis, meeting drivers from Arlington, seven days a week, requiring approximately 4 drivers.

Total proposed driver board at Klamath Falls - 4.

ARLINGTON, OREGON

PRESENT OPERATION: None

PROPOSED OPERATION:

Establish Arlington-Redmond single man operation on a turnaround basis, meeting drivers from Klamath Falls, seven days a week, requiring approximately 4 drivers.

Total proposed driver board at Arlington - 4.

PORTLAND

PRESENT OPERATION:

54	sleeper seats
2	Wenatchee bids - 1 daily, alternate days
1	Spokane - every other day, alternating with Spokane based man
1	Eugene - turnaround
6	Yreka - 3 daily, alternating days
34	Extra Board
98	Total Drivers

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-22-8/69 Pacific Intermountain Express (Multi-Conference Change)

PORTLAND (Continued

PROPOSED OPERATION:

Eliminate 54 sleeper seats.

Retain Wenatchee, Spokane and Eugene runs.

Expand the Portland-Yreka single man operation, seven days a week, requiring approximately 40 drivers.

Establish Portland-Seattle single man operation with Portland based drivers running to Seattle on a turnaround or rest and return basis, seven days a week, requiring approximately 16 drivers.

Total proposed driver board at Portland - 75.

SEATTLE

PRESENT OPERATION:

32 sleeper seats
1 Spokane (Ike turnaround) daily
14 Extra Board
47 Total Drivers

PROPOSED OPERATION:

Eliminate 32 sleeper seats.

Retain Spokane run.

Total proposed driver board at Seattle - 9.

SPOKANE

PRESENT OPERATION:

1 Portland - every other day, alternating with Portland based driver
1 Seattle (Ike turnaround) daily
1 Missoula (Lookout turnaround) daily
8 Extra Board
11 Total Drivers

PROPOSED OPERATION:

Retain Portland, Seattle and Missoula runs.

Establish Spokane-Arlington single man operation, seven days a week, requiring approximately 9 drivers.

Total proposed driver board at Spokane - 14.

GENERAL

(1) It is proposed that all of the foregoing runs outlined herein be operated off of a strict rotating board, if and when freight is available.

(2) The attached "Driver Recapitulation" lists the P-I-E stations involved, the present number of drivers, the proposed number of drivers, the number of drivers to be added and the number of drivers to be displaced.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-22-8/69 — Pacific Intermountain Express (Multi-Conference Change)

DRIVER RECAPITULATION
PROPOSED CHANGE OF OPERATIONS
CONVERSION FROM SLEEPERS TO RELAY

P-I-E Station	Present Number of Drivers	Proposed Number of Drivers	Number of Drivers to Be Added	Number of Drivers to Be Displaced
Cleveland-Akron	318	318	0	0
Chicago	150	102	0	48
Milwaukee	1	1	0	0
Twin Cities	50	25	0	25
St. Louis	87	35	0	52
Kansas City	68	57	0	11
Topeka	1	0	0	1
Omaha	60	101	41	0
Denver	40	43	3	0
Salt Lake City	49	226	177	0
Rock Springs	0	5	5	0
Los Angeles	220	90	0	130
Albuquerque	0	40	40	0
Oakland	217	139	0	78
Klamath Falls	0	4	4	0
Arlington	0	4	4	0
Portland	98	75	0	23
Seattle	47	9	0	36
Spokane	11	14	3	0
Ontario	0	33	33	0
TOTALS	1,417	1,321	310	406

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-22-8/69 Pacific Intermountain Express (Multi-Conference Change)

(Continued)

DECISION: (Multi-Conference Change of Operations Committee -Transcript Pgs. - 2 - 76/ - 8/11/69)

M/m/s/c/ that the operational change proposed by Pacific Intermountain Express Company in Multi-Conference Case No. MC-CO-22-8/69 be approved as clarified on the record to be effective no sooner than September 1, 1969 with the following provisos:

(1) As among those drivers at present terminals their present seniority dates for layoff purposes shall be the basis for determining which drivers stay, are displaced or elect to relocate.

(2) Those drivers who are displaced or elect to relocate shall be placed on a master list on the basis of their latest bidding seniority dates, and they shall utilize their positions on that list for bidding on all of the new openings.

(3) The successful bidders shall be placed on seniority lists at their new terminals, dovetailed with other drivers there on the basis of their respective bidding dates and thereafter the positions of the relocated drivers on the dovetailed lists shall apply for both layoff and bidding purposes. Drivers who successfully bid into terminals where there are no company line drivers presently located shall carry their full company dry freight line seniority dates for all purposes.

(4) Drivers on the master list who are not employed shall be offered first available jobs ahead of new hires (one offer per man being sufficient to satisfy this requirement) and such drivers' seniority date for layoff and bidding at his new terminal shall be his date on said master list.

(5) A driver who is required to relocate under this change shall not have the right to return to his previous terminal under the 30-day rule; however, such a driver shall have the right, for 120 days, to return ahead of new hires and junior men on layoff.

(6) A driver who has sufficient seniority to remain at his present terminal but elects to relocate may use his seniority to relocate but cannot thereafter use it to return.

(7) Full company seniority shall apply for determining length of vacations .

(8) Existing Riders shall apply to the new operation if the Local Unions so desire.

Case # MC-CO-22-8/69 Pacific Intermountain Express (Multi-Conference Change)
(Continued)

(9) If existing air conditioning units are left on the equipment they must be maintained; if such units are removed the tractors must be adequately vented.

(10) (a) The Company shall pay eight cents per mile to move one (1) personal automobile per driver;

(b) The Company's obligation to pay for moving household goods shall continue for one year after the date the driver is relocated;

(c) The Company shall be obligated to pay for moving household trailers under the provisions of the National Grievance Committee decision;

(d) The 30-day rule on hotel or motel expenses for the drivers shall apply;

(e) The above obligations (in Item 10) shall apply to all drivers relocated in the original change and shall also apply to any additional drivers required over and above the original numbers within 120 days from the effective date.

(11) The Company's request to drop and pick Portland and other points on the Seattle-Grants Pass run is approved with the following restrictions: the drop and pick shall be limited to boxes only at terminals and further, boxes shall not be picked up and dropped within the pickup and delivery area.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-23-8/69 Transcon Lines (Multi-Conference Change of Operations)

Multi Conference	Locals involved:	180, Los Angeles, California 468, Oakland, California
Change of Operations		886, Oklahoma City, Oklahoma 20, Toledo, Ohio

It is requested that the attached Multi-Conference (Western/Southern/Central) Change of Operations be resubmitted to the previously designated Change of Operations Committee of the Joint Western Committee for clarification and amendment at the next scheduled meeting of the Joint Western Committee in August, 1969.

(1) Clarification of original decision by that committee to approve operations conducted since August 2, 1968 as outlined in Transcon Operating Bulletin No. 208 (copy attached).

(2) Since the original decision, it has become apparent that operating conditions, including weather and maintenance factors, require an amendment to the change. Therefore, we request permission to amend the above change of operations to provide that when the movement of San Francisco freight out of New York, Philadelphia and Baltimore is transferred from Oklahoma City based sleeper teams to San Francisco based sleeper teams in accordance with the previously approved change of operations, the San Francisco based teams will move this freight only as far East as Toledo, Ohio where it would be relayed by Toledo based sleeper teams to the East Coast. This changes the previously approved change of operations in that the San Francisco based teams would not run straight through from San Francisco to New York, Philadelphia and Baltimore but would move this freight to Toledo, Ohio for subsequent relay.

Attachments:

(a) Request for Change of Operations dated May, 1968.
(b) Transcon Operating Bulletin No. 208 dated July 1, 1968.
(c) Map of Present, Authorized and Proposed Operations.

ORIGINAL CHANGE OF OPERATIONS:

REQUEST FOR CHANGE OF OPERATIONS BEFORE JOINT WESTERN COMMITTEE -

MAY, 1968

PURPOSE

Establish domicile at Transcon's San Leandro Terminal for sleeper operations over authorized Transcon routes including recently acquired short route authority over Highway 80 between the San Francisco Bay Area and points in the midwest and east.

PRESENT OPERATION:

San Francisco Bay Area freight is currently moved by Oklahoma City domiciled sleeper teams breaking over Oklahoma City, Oklahoma.

PROPOSED OPERATION:

Currently there is sufficient freight to justify the initiation of a limited sleeper operation out of San Francisco Bay to CG for CG and RH and Indianapolis for IP and as break bulk for Ohio (full loads moving direct to or from Ohio points.) Current Company records indicate 40 drivers will be required for this operation. It is therefore proposed that 40 Oklahoma City line drivers be given the opportunity to redomicile to San Leandro, California. Moving expenses will be handled in accordance with the Western States Over-The-Road Agreement. This change will be put into effect as soon as reasonably possible following approval of the redomicile.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Transcon Lines (Multi-Conference Change of Operations)
MC-CO-23-8/69

Service can be considerably improved between San Francisco Bay and the other Transcon points North and East of Wichita, Kansas; however, there is currently insufficient freight moving between San Francisco Bay and these points to justify the utilization of San Francisco Bay domiciled sleeper drivers. Therefore, San Francisco Bay sleeper service to these additional points will not be initiated until 30-day written notice has been given to the Local Unions involved, so that a meeting can then be held with representatives of the Local Unions for the sole purpose of determining the number of Oklahoma City domiciled drivers who should be given the opportunity to redomicile to San Leandro, California, in accordance with the contract.

All operations will be conducted in accordance with the Western States Road Agreement.

TRANSCON LINES
Transportation Department
Oklahoma City, Oklahoma
July 1, 1968

TO: ALL OC LINE DRIVERS OPERATING BULLETIN-208

SUBJECT: SFB Domicile Sleeper Operation

(1) In accordance with an approved change of operations, Transcon will establish sleeper operations out of SFB effective 8-2-68. Runs will be dispatched off one wheel to multiple destinations which will initially include IP-CG-CI-CS-TO-CV. Freight between SFB and RH will break over CG. Freight between SFB and CI-CS-TO-CV may break over IP, but SFB sleepers will run for straight loads or when service requirements indicate direct service. This initial operation will require 40 drivers.

(2) It is further provided under the terms of the change that at any time up to and including 9-15-69, following 30 days written notice to the local unions involved, sleeper service out of SFB may be extended to include any or all of the following additional points: DT-SL-KC-NYC-PH-PI-BA.

(3) Bid opportunity to redomicile for the initial operation under Paragraph 1 above, and including subsequent redomicile opportunity under Paragraph 2 above, will be posted one time for a two-week period beginning Monday, 7-1-68. The first 40 successful bidders will be required to be in SFB for operations commencing 8-2-68.

The initial 40 sleeper positions at San Leandro shall be offered for bid to the OC domiciled drivers in bid seniority order, and the successful bidders shall carry their OC line seniority with them Should there be more than 40 OC drivers submitting bids in this initial bid, then in that instance any additional jobs that may become available in San Leandro up to 9-15-69 shall be offered to the remaining unsuccessful OC bidders in their seniority order. This same procedure shall be followed until the complete list of OC drivers originally submitting bids in the initial change has been exhausted or until 9-15-69 by each of such drivers having been afforded one opportunity to claim a position on the San Leandro board. Any additional jobs that become available as a result of the initial change which are not filled in the above manner may be filled by new hires from the SFB Area, but such new hires shall be subject to the future dovetailing of seniority on the basis of OC line seniority in the event additional Oklahoma City drivers are moved to San Leandro as hereinafter provided.

(4) Work opportunity for new hires in SFB shall be made available in accordance with the applicable State and Federal Law relating to Equal Employment Opportunity.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Transcon Lines (Multi-Conference Change of Operations)
MC-CO-23-8/69

(5) Drivers awarded bids for the initial operation under Paragraph 1 above effective 8-2-68, may, at the end of 30 days, elect for their own personal convenience to return to OC with no loss in seniority. This will not apply to any subsequent moves covering additional points that could be added subject to Paragraph 2 above.

(6) Movement of household goods connected with this change will be handled in accordance with the contract and will be covered by another bulletin.

(7) Off-Duty Lodging at SFB during the first 30 calendar days of this operation under Paragraph 1 above will be provided by the Company.

TO: ALL OC LINE DRIVERS

In accordance with the above Operating Bulletin, 40 OC line drivers may exercise their bid seniority to fill positions for the new sleeper operations out of SFB. Such operation will be conducted in accordance with the applicable provisions of the Western State Area Road Agreement.

Interested drivers may submit written request for redomicile to Manager, Tr-OC not later than 1300 hours, 7-15-68. Successful bidders will be available for dispatch out of SFB by 1200 hours on 8-2-68.

Bid forms are available from the OC dispatchers. After completion of a bid form, it is to be placed in the sealed bid box on the dispatch counter.

DECISION: (Multi-Conference Change of Operations Committee - Transcript Pgs. -94 -124/ 8/12/69)
M/m/s/c that the operational change be approved as requested by the Company to be effective no sooner than September 2, 1969. The number of drivers involved shall be relocated at Toledo and San Leandro proportionately based on freight flow. Such redomicile of drivers shall be made on the same terms and conditions as the redomicile in Case 5-8-3723.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-12-8/69

Valley Copperstate System

Multi-Conference

Change of Operations

57,	Eugene, Oregon	81,	Portland, Oregon
85,	San Francisco, Calif.	87,	Bakersfield, California
94,	Visalia, California	104,	Phoenix, Arizona
137,	Marysville, Calif.	150,	Sacramento, California
180,	Los Angeles, Calif.	224,	Los Angeles, California
287,	San Jose, Calif.	310,	Tucson, Arizona
313,	Tacoma, Wash.	324,	Salem, Oregon
386,	Modesto, Calif.	468,	Oakland, California
431,	Fresno, Calif.	439,	Stockton, California
741,	Seattle, Wash.	890,	Salinas, California
911,	Klamath Falls, Oregon	962,	Medford, Oregon
47,	Ft. Worth, Texas	577,	Amarillo, Texas
657,	San Antonio, Texas	745,	Dallas, Texas
941,	El Paso, Texas	988,	Houston, Texas

ATTACHMENT LETTER TO ALL LOCAL UNIONS INVOLVED:

At the present time Valley Copperstate System has four (4) divisions, using different and separate types of over-the-road operations, dispatch procedures and working rules. As an example, we run Portland-based sleeper cab teams on the Northwest Division from Portland to Sacramento and/or Los Angeles and return to Portland. We also operate single-man thru division runs, single-man turnaround runs between Los Angeles to Portland and Seattle, and from Los Angeles, Oakland, Sacramento and San Francisco.

THE CALIFORNIA REGION consists of single-man thru runs, single-man turnaround runs operating to terminals between Los Angeles, Oakland, San Francisco and Sacramento, and single-man thru runs and single-man turnaround runs to terminals between Los Angeles and Phoenix.

THE ARIZONA-UTAH REGION consists of single-man thru division runs, single-man turnaround runs to terminals between Phoenix and El Paso, and Los Angeles. Sleeper cab runs between Phoenix to Salt Lake City.

THE TEXAS REGION consists of single-man thru runs and single-man turnaround runs from Dallas, Odessa, Houston, to El Paso and from El Paso to Dallas, Odessa and Houston.

The power equipment is assigned to each Region and runs within its Region with a few exceptions. The Texas Region has a modified seniority system. The Line Drivers, City Drivers, Dock employees and Office employees have a separate seniority roster at their respective terminals and Regions.

Loads originating at Northwest Division terminals destined to terminals East of Los Angeles require change of power equipment at each Region point. The same applies for loads originating on the Texas Region terminals destined to terminals on the Northwest Division.

With this type of operation, dispatch procedures, working rules, etc., it is impossible to maintain competitive and economic service and allow maximum utilization of equipment.

The Company proposes a Change of Operation, outlined in Exhibits No. 1 thru No. 9, merge present Regions into one Region within the VALLEY COPPERSTATE SYSTEM; merge seniority rosters within classifications at respective terminals; cancel all present written, oral or implied working rules, dispatch procedures, negotiate new rules if necessary; consolidate dispatch and maintenance procedures, sleeper run drivers operate from separate seniority board at all terminals serviced by sleeper runs, use same power equipment from origin to destination of load except in cases of break-down or other emergencies.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-12-8/69 Valley Copperstate System (Multi-Conference Change)

EXHIBIT NO. 1

PRESENT SEATTLE OPERATION:

Eight (8) single-man turnaround runs to Portland. Eight (8) bid and four (4) extra board drivers, total of twelve (12) drivers and twelve (12) single-man tractors domiciled at Seattle.

PRESENT PORTLAND OPERATION:

Seven (7) bid single-man turnaround runs to Seattle. Seven (7) bid and two (2) extra board drivers, total of nine (9) drivers, and eleven (11) single-man tractors domiciled at Portland.

MILEAGE: 334 miles, round trip.

PROPOSED CHANGE OF OPERATION:

Close the Portland-Seattle Freight Lines terminal at Portland. Discontinue all of the operations at this terminal. Merge employees with the Pierce Freight Lines terminal, re-bid City Drivers, Dock, Office classifications. Redomicile 8 tractors and seven (7) Line Drivers from Seattle to Portland, merge drivers with the Portland-based Line Drivers terminal seniority roster. Single-man runs will operate from Portland to Seattle on turnaround basis.

MILEAGE: 174 miles, one way.

Establish a slide seat first-in, first-out, wheel for all single-man runs domiciled at Portland and Seattle. All runs to operate as required by the Company and in accordance with the D.O.T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellation due to conditions beyond the control of this Company.

PRESENT PORTLAND OPERATION:

Two (2) bid single-man turnaround runs from Portland to Roseburg. Drivers and equipment domiciled at Portland.

PROPOSED CHANGE OF OPERATION:

Discontinue bid runs . There will be no redomicile of drivers.

REDOMICILE	EXHIBIT 1 - NORTHWEST REGION
Twelve (12) Drivers	From Seattle to Portland
Twelve (12) Tractors	From Seattle to Montebello
Twenty-eight (28) Drivers	From Portland to Montebello - Sleepers
Fourteen (14) Tractors	From Portland to Montebello - Sleepers
Seven (7) Drivers	From Medford to Sacramento

PORTLAND DOMICILE - NORTHWEST REGION

SLEEPER OPERATION

PRESENT PORTLAND OPERATION:

Fourteen (14) sleeper cab tractors and 28 sleeper positions operating to Sacramento and/or Montebello, California, and return.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # MC-CO-12-8/69 Valley Copperstate System (Multi-Conference Change)

PRESENT PORTLAND OPERATION: (Continued)

MILEAGE:

Portland to Montebello ---------- 994
Portland to Sacramento, via Chico, one way ---------- 558
Portland to Sacramento, via Williams, California, one way ---------- 597
Portland to Medford, one way ---------- 275
Portland to Seattle, one way ---------- 170

The Portland-based sleeper teams are dispatched from Montebello and/or Sacramento.

PROPOSED CHANGE OF OPERATION:

The Company proposes to redomicile the Portland-based sleeper cab equipment and drivers from Portland to Montebello, California. Operate sleeper runs from Montebello to terminals North of Montebello in the same manner they were operated when domiciled at Portland. Establish new sleeper runs from Montebello to Texas terminals and return with loads destined to Montebello and to terminals North of Montebello, with the right to drop and pick up loads at intermediate terminals. Establish slide seat, first-in, first-out, wheel at the home domicile, slide seats at turnaround terminals in the event of breakdown or other emergencies, direct or via dispatch, for all sleeper cab runs. Sleeper cab drivers operate from a separate rotating board at all terminals. The Company will add sleeper cab tractors as needed.

In the event the presently employed drivers would be effected by the sleeper cab runs, the Company agrees to negotiate with Local Unions involved to determine adjustments of single-man runs and redomicile of drivers if necessary.

PRESENT MEDFORD OPERATION:

Two (2) single-man drivers based at Medford, running from Medford to Portland.

Twenty (20) single-man drivers based at Medford, running from Medford to Sacramento and/or Oakland.

Six (6) single-man drivers based at Medford, running from Medford to Oakland.

PROPOSED CHANGE OF OPERATION:

Redomicile seven (7) drivers from Medford to Sacramento.

NORTHWEST REGION

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

EXHIBIT NO. 2

MONTEBELLO DOMICILE - CALIFORNIA REGION

We have 91 single-man tractors, and 77 drivers based at Montebello, California. Thirty-four (34) drivers run on the Valley Pierce division roster, 43 drivers run on the Valley Copperstate Division on separate seniority rosters. Drivers and equipment are domiciled at Montebello.

PRESENT MONTEBELLO TO MODESTO OPERATION

Two (2) bid single-man runs from Montebello to Modesto, California, with layover at Modesto. Each driver runs 3 trips one week, 2 trips the following week. Drivers and equipment domiciled at Montebello.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-12-8/69 Valley Copperstate System (Multi-Conference Change)

PRESENT MODESTO TO MONTEBELLO OPERATION

Two (2) bid single-man runs from Modesto to Montebello, with layover at Montebello. Each driver runs three (3) trips one week, two (2) trips the following week. Drivers and equipment domiciled at Modesto.

MILEAGE: 315 miles one way.

PRESENT MONTEBELLO TO STOCKTON OPERATION

Three (3) bid single-man runs from Montebello to Stockton, with layover at Stockton. This bid also includes two (2) turnaround runs to Delano, California. Each driver runs two (2) round trips to Stockton, one turnaround to Delano. Drivers and equipment domiciled at Montebello.

MILEAGE: 344 miles one way to Stockton; 300 miles to Delano round trip.

PRESENT STOCKTON TO MONTEBELLO OPERATION

One bid single-man run from Stockton to Montebello, with layover at Montebello. This bid also includes one Delano turnaround. Driver and equipment domiciled at Stockton.

MILEAGE: 344 miles one way to Montebello; 396 miles round trip to Delano.

REDOMICILE	EXHIBIT 2 - CALIFORNIA REGION
Two (2) Drivers	From Modesto to Sacramento
Two (2) Tractors	From Modesto to Sacramento
One (1) Driver	From Stockton to Sacramento
One (1) Tractor	From Stockton to Sacramento
Two (2) Drivers	From San Jose to Oakland
Two (2) Tractors	From San Jose to Oakland
Four (4) Drivers	From San Francisco to Oakland
Four (4) Tractors	From San Francisco to Oakland

PRESENT MONTEBELLO TO SAN JOSE OPERATION

Four (4) single-man bid runs from Montebello to San Jose, with layover at San Jose. Each driver runs three (3) trips one week, two (2) trips the following week. Drivers and equipment domiciled at Montebello.

MILEAGE: 382 miles one way.

PRESENT SAN JOSE TO MONTEBELLO OPERATION

Two (2) single-man bid runs from San Jose to Montebello, with layover at Montebello. Each driver runs three (3) trips one week, two (2) trips the following week. Drivers and equipment domiciled at San Jose.

MILEAGE: 382 miles one way.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-12-8/69 Valley Copperstate System (Multi-Conference Change)

PRESENT MONTEBELLO TO SACRAMENTO OPERATION

One single-man bid run from Montebello to Sacramento. Two round trips per week, with layover at Sacramento. This bid also includes one Tulare turnaround. Drivers and equipment domiciled at Montebello.

PRESENT SACRAMENTO TO MONTEBELLO OPERATION

Four (4) single-man bid runs from Sacramento to Montebello, with layover at Montebello. Drivers and equipment are domiciled at Sacramento. Drivers operate on alternating days. Run starts on Sunday and Monday of each week.

MILEAGE: 391 miles from Sacramento to Montebello one way; 432 miles from Sacramento to Tulare, round trip.

PRESENT MONTEBELLO TO OAKLAND OPERATION

Six (6) single-man bid runs from Montebello to Oakland, with layover at Oakland. Each driver runs three (3) trips one week, and two (2) trips the following week. Drivers and equipment domiciled at Montebello.

MILEAGE: 396 miles one way.

PRESENT OAKLAND TO MONTEBELLO OPERATION

Six (6) single-man bid runs from Oakland to Montebello, with layover at Montebello. Drivers and equipment domiciled at Oakland. Each driver runs three (3) trips one week, and two (2) trips the following week.

MILEAGE: 396 miles one way.

PRESENT MONTEBELLO TO SAN FRANCISCO OPERATION

Four (4) single-man bid runs from Montebello to San Francisco, with layover at San Francisco. Drivers and equipment domiciled at Montebello. Each driver runs three (3) trips one week, two (2) trips the following week.

PRESENT SAN FRANCISCO TO MONTEBELLO OPERATION

Four (4) single-man bid runs from San Francisco to Montebello, with layover at Montebello. Drivers and equipment domiciled at San Francisco. Each driver runs three (3) trips one week, two (2) trips the following week.

MILEAGE: 404 miles one way.

All of the above through runs operate on a matched dispatch and scheduled departure time at each terminal.

PROPOSED CHANGE OF OPERATION:

The Company proposed to discontinue all single-man bid runs outlined in this Change of Operations at Modesto, Stockton, San Jose, Sacramento, Oakland and San Francisco, redomicile drivers and equipment as outlined in Exhibit 2 for the following reasons:

All of these runs operate on a matched dispatch basis. This method forced the Company to run empty miles and pay numerous runaround claims.

Under the present dispatch procedure and bid equipment departure time, the Company is not able to dispatch loads with a non-bid or extra driver before their bid departure time without paying runaround.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-12-8/69 Valley Copperstate System (Multi-Conference Change)

Discontinue the sleeper operation from Oakland to Medford.

Establish slide seat first-in, first-out wheel for all single man runs. All runs to operate in accordance with D. O. T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellations due to conditions beyond the control of this Company.

Away-from-home drivers will be dispatched back to their home terminal ahead of drivers domiciled at the turnaround point, subject to having hours.

MILEAGE: To Medford - 396 miles one way.

MONTEBELLO DOMICILE - CALIFORNIA REGION

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

EXHIBIT NO. 3

MONTEBELLO DOMICILE - CALIFORNIA REGION

PRESENT MONTEBELLO OPERATION (EAST)

One bid division single-man Houston, Texas, run terminates at Phoenix. One bid Dallas, single-man division run terminates at Phoenix. One bid El Paso single-man division run terminates at Phoenix. These runs operate on a slip-seat tractor arrangement at each division point. Drivers layover at Phoenix. Equipment and drivers domiciled at Montebello.

Seven (7) single-man bid runs from Montebello to Phoenix with assigned tractors. Each driver runs three (3) trips one week, two (2) trips the following week, with layover at Phoenix. Drivers and equipment domiciled at Montebello. One bid Blythe single-man slip seat run from Montebello to Blythe, with layover at Blythe. Loads destined to Phoenix or beyond.

MILEAGE: 200 miles one way - Blythe to Phoenix.

PROPOSED CHANGE OF OPERATION

The Company proposes to discontinue all bids on single-man bid runs at Montebello and Phoenix, establish one wheel slide-seat operation at each terminal. Redomicile one driver from Blythe to Phoenix. Drivers on this division will continue to handle loads from Montebello to Valley terminals up to San Francisco, and from Montebello to Phoenix and return, and extra loads from Montebello. All runs to operate in accordance with D. O. T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellation due to conditions beyond the control of this Company.

REDOMICILE

One (1) Driver

EXHIBIT 3 - MONTEBELLO (EAST)

From Blythe to Phoenix

MONTEBELLO DOMICILE - CALIFORNIA REGION

Drivers refusing to exercise their seniority to redomicle will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Valley Copperstate System (Multi-Conference Change)
MC-CO-12-8/69

EXHIBIT NO. 4

PHOENIX & EL PASO DOMICILE - ARIZONA-UTAH REGION

PRESENT PHOENIX & EL PASO OPERATION

Three (3) bid single-man runs from Phoenix to El Paso, layover at El Paso - domiciled at Phoenix.

Three (3) bid single-man runs from El Paso to Phoenix, layover at Phoenix - domicled at El Paso.

MILEAGE: To El Paso - 405 miles one way.

One (1) bid single-man turnaround run from Phoenix to Tucson.

MILEAGE: To Tucson - 125 miles one way.

Three (3) bid single-man runs from Phoenix to Lordsburg, New Mexico, with layover at Lordsburg.

Three (3) bid single-man runs from Lordsburg to Phoenix, with layover at Phoenix.

MILEAGE: To Lordsburg - 241 miles one way.

Two (2) bid sleeper man runs from Phoenix to Salt Lake City, Utah - No Change.

MILEAGE: 661 miles one way.

One (1) bid single-man run from Phoenix to Globe, Arizona. No Change.

Two (2) bid single-man runs from Phoenix to Flagstaff, Arizona - No Change.

One (1) bid single-man run from Phoenix to Ajo, Arizona - No Change.

One (1) bid single-man run from Phoenix to Prescott - No Change.

One (1) bid single-man run from Phoenix to Cottonwood - No Change.

One (1) bid single man run from Phoenix to Coolidge and Florence, Arizona - No Change.

PRESENT PHOENIX OPERATION (WEST) (Appeared on Exhibit 3 of original proposal)

Seven (7) single-man bid runs from Phoenix to Montebello with layover at Montebello.

Drivers and equipment domiciled at Phoenix. Each driver runs three (3) trips one week, two (2) trips the following week.

One single-man bid turnaround run from Blythe to Phoenix. Drivers domiciled at Blythe.

REDOMICILE	EXHIBIT 4 - PHOENIX & EL PASO
Three (3) Drivers	From El Paso to Phoenix
Three (3) Tractors	From El Paso to Phoenix
Eleven (11) Drivers	From Lordsburg to Phoenix

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-12-8/69 Valley Copperstate System (Multi-Conference Change)

EXHIBIT NO. 4

MILEAGE: To Globe- 98 miles one way
Flagstaff -142 miles one way
Cottonwood - 165 miles one way
Prescott - 98 miles one way
Ajo -108 miles one way
Coolidge and Florence - - - - - - - - - - - - - -60 miles one way

PROPOSED CHANGE OF OPERATION

Discontinue the Phoenix to Lordsburg layover run. Establish slide seat first-in, first-out wheel. All runs to operate in accordance with D.O.T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellation due to conditions beyond the control of this Company.

Redomicile three (3) El Paso drivers who operate under W.S.O.T.R. Agreement, to Phoenix.

Redomicile eleven (11) drivers from Lordsburg to Phoenix.

PHOENIX & EL PASO DOMICILE

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

EXHIBIT NO. 5

DALLAS DOMICILE - TEXAS REGION

PRESENT DALLAS OPERATION

Four (4) bid single-man runs from Dallas to Lubbock, with layover at Lubbock.

Six (6) bid single-man runs from Dallas to Pecos, Texas, with layover at Pecos.

One (1) bid single-man run from Dallas to San Antonio, with layover at San Antonio.

Two(2) bid single-man runs from Dallas to Odessa, with layover at Odessa.

Two (2) bid single-man runs from Dallas to San Angelo, with layover at San Angelo.

One (1) bid single-man turnaround run from Dallas to Abilene.

Eleven (11) drivers, no equipment domiciled at Pecos, Texas. Operate bid turnaround runs to El Paso.

MILEAGE: To Pecos - - - - - - - - - - - - - - - - - 406 miles one way
San Antonio - - - - - - - - - - - - - - - -320 miles one way
Odessa - - - - - - - - - - - - - - - - - -365 miles one way
San Angelo - - - - - - - - - - - - - - - - 245 miles one way
Abilene - - - - - - - - - - - - - - - - - -184 miles, round trip

(Continued on Following Page)

Case # MC-CO-12-8/69 Valley Copperstate System (Multi-Conference Change)

EXHIBIT NO. 5 (Continued)

PROPOSED CHANGE OF OPERATION

Discontinue all bids on present runs. Establish slide seat first-in, first-out wheel for all runs. All runs to operate in accordance with D. O. T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellation due to conditions beyond the control of the Company.

DALLAS DOMICILE - TEXAS REGION

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

EXHIBIT NO. 6

EL PASO DOMICILE - TEXAS REGION

One (1) bid single-man turnaround run from El Paso to Van Horn, Texas.

Two (2) bid single-man turnaround runs from El Paso to Balmorhea, Texas.

Three (3) drivers and equipment based at El Paso.

Three (3) drivers based at Lordsburg, operate runs from Lordsburg to El Paso.

MILEAGE: To Van Horn- - - - - - - - 108 miles one way
Balmorhea- - - - - - - - - 175 miles one way

PROPOSED CHANGE OF OPERATION

Discontinue all bids on present runs. Discontinue the El Paso to Van Horn turnaround run. Redomicile one (1) driver at Odessa. Discontinue El Paso to Balmorhea turnaround run. Domicile two (2) drivers at Sonora. Establish slide seat first-in, first-out wheel. All runs to operate in accordance with the D. O. T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellation due to conditions beyond the control of this Company.

MILEAGE:
El Paso to Sonora - - - - - - - - - 376 miles one way
Odessa - - - - - - - - - - - - - - 263 miles one way
Pecos- - - - - - - - - - - - - - - 200 miles one way
Phoenix - - - - - - - - - - - - - - 405 miles one way

REDOMICILE	EXHIBIT 6 - EL PASO, TEXAS REGION
Two (2) Drivers	From El Paso, Texas to Sonora
One (1) Driver	From El Paso, Texas to Odessa

EL PASO DOMICILE - TEXAS REGION

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-12-8/69 Valley Copperstate System (Multi-Conference Change)

EXHIBIT NO. 7

HOUSTON DOMICILE - TEXAS REGION

PRESENT OPERATION

Two (2) bid single-man runs to Sonora, with layover at Sonora.

Two (2) bid single-man runs to San Angelo, with layover at San Angelo.

Two (2) bid single-man runs to Odessa, with layover at Odessa.

Drivers and equipment domiciled at Houston of above bid runs.

Three (3) drivers, no equipment domiciled at Sonora.

MILEAGE:
To Sonora- - - - - - - - - - - - 400 miles one way.
San Angelo- - - - - - - - - - - - 360 miles one way.
Odessa- - - - - - - - - - - - - 505 miles one way.

PROPOSED CHANGE OF OPERATION

There will be no redomiciling of drivers. Discontinue all bids on present runs. Establish slide seat first-in, first-out wheel. All runs to operate in accordance with D.O.T. rules and regulations. All single-man runs will operate when freight is available, and will be subject to cancellation due to conditions beyond the control of this Company.

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

EXHIBIT NO. 8

ODESSA DOMICILE - TEXAS REGION

PRESENT OPERATION

Two (2) bid single-man runs to Amarillo, with layover at Amarillo.

One (1) bid single-man run to San Antonio, with layover at San Antonio.

One (1) bid turnaround run to Van Horn.

MILEAGE:
To Amarillo- - - - - - - - - - - 276 miles one way
San Antonio- - - - - - - - - - - -346 miles one way
Van Horn- - - - - - - - - - - - 319 miles, round trip

PROPOSED CHANGE OF OPERATION

Discontinue all bids on present runs. Discontinue the Odessa to Van Horn turnaround run. Establish new run from Odessa to El Paso, with layover at El Paso. Establish slide seat first-in, first-out wheel. All runs to operate as required by the Company in accordance with the D.O.T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellation due to conditions beyond the control of this Company.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-12-8/69 Valley Copperstate System (Multi-Conference Change)

EXHIBIT NO. 8

(Continued from previous page)

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

EXHIBIT NO. 9

SAN ANTONIO DOMICILE - TEXAS REGION

PRESENT OPERATION

One (1) bid single-man run from San Antonio to Odessa, with layover at Odessa.

PROPOSED CHANGE OF OPERATION

Discontinue bids on present run. Establish slide seat first-in, first-out wheel. All runs to operate in accordance with D.O.T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellation due to conditions beyond the control of this Company.

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

NOTE: The portion of this change of operations affecting the Southern Conference was Withdrawn by the Company thus making it a single conference change of operations. It was assigned Case Number JWAC 8-9-4833.

DISPOSITION: Withdrawn without prejudice.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-17-8/69

Western Gillette, Inc.

Multi-Conference

Change of Operations

Locals involved:

104, Phoenix, Arizona
224, Los Angeles, California
310, Tucson, Arizona
492, Albuquerque, New Mexico
542, San Diego, California
941, El Paso, Texas

47, Fort Worth, Texas
557, Amarillo, Texas
745, Dallas, Texas
988, Houston, Texas

823, Joplin, Missouri

THE PRESENT OPERATION AND DOMICILE OF WESTERN GILLETTE DRIVERS BETWEEN LOS ANGELES-TUCSON-PHOENIX-EL PASO-HOUSTON-DALLAS

Los Angeles drivers to Tucson to bed.
Los Angeles drivers to Phoenix to bed.

Phoenix drivers to El Paso to bed.
Phoenix drivers to Willcox and turns back to Phoenix.

El Paso drivers to Phoenix to bed.
El Paso drivers to Willcox and turns back to El Paso.

Pecos drivers turn El Paso back to Pecos.

Dallas drivers to Pecos to bed.

West Board in El Paso operates Westbound.

El Paso drivers on East Board operates to Sonora to bed.
El Paso drivers on East Board operates Balmorhea turns.

Sonora drivers operate turns to Balmorhea.
Sonora drivers operate turns to San Antonio.

Houston drivers operate to Sonora to bed.
Houston drivers operate to San Antonio on turns.

PROPOSED CHANGE:

Los Angeles based drivers to operate to Tucson to bed.
Los Angeles based drivers to operate turnaround runs to a half way point between Los Angeles and Tucson using Highways Interstate 10 or Interstate 8 based on drivers dispatch.

Tucson drivers will operate turnarounds to a half way point between Tucson and Los Angeles when needed over Interstate 10 or Interstate 8 as needed and dispatched.

Tucson drivers to operate to Van Horn, Texas to bed.
Tucson drivers to operate Deming, New Mexico turnarounds.
Van Horn, Texas drivers to operate to Tucson to bed.
Van Horn, Texas drivers to operate to Deming, New Mexico on turnarounds to meet Tucson based drivers when needed.
Van Horn drivers to San Antonio to bed.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-17-8/69

Western Gillette, Inc.

Multi-Conference

Van Horn drivers to operate to Colorado City on turnarounds to meet Dallas based drivers when needed.

Change of Operations

Van Horn drivers to make El Paso turnarounds on El Paso freight.

Van Horn drivers to make Ozona, Texas turns.

Houston drivers to make Ozona, Texas to bed.
Houston drivers operate to San Antonio on turnarounds.

Dallas based drivers to operate to Van Horn, Texas to bed.
Dallas based drivers to operate Colorado City turnarounds when needed.
Drivers will operate over routes as dispatched and pick up and drop as instructed.

THIS PORTION OF THE CHANGE WILL RESULT IN:

21 drivers being moved from Phoenix to Tucson.
7 West Board El Paso drivers to Tucson.
12 West Board El Paso drivers to Van Horn.
5 East Board El Paso drivers to Van Horn.
All Sonora drivers (5) moved to Van Horn.
All Pecos drivers (10) moved to Van Horn.

This will eliminate 3 drivers' domiciles, El Paso, Sonora, and Pecos, and will result in longer runs for drivers to operate which in turn will increase their pay. It will also allow the Company to improve their service and reduce their cost by eliminating the above-mentioned domiciles and get more utilization from their power units. Van Horn, Texas was selected as it is the junction point for runs originating from Houston and Dallas.

This will eliminate the Service Department in El Paso, Texas resulting in all service employees being placed on layoff status.

THE PRESENT OPERATION OF WESTERN GILLETTE BETWEEN LOS ANGELES - PHOENIX - KINGMAN - GRANTS - GROOM - ALBUQUERQUE - MIAMI

Los Angeles based drivers run through to Phoenix, Arizona
Los Angeles based drivers run through to Kingman, Arizona.
Kingman based drivers run Barstow turns.
Kingman based drivers through to Grants, New Mexico.
Kingman based drivers run Winslow turns.
Phoenix based drivers through to Grants, New Mexico.
Phoenix based drivers run Winslow turns.
Grants based drivers through to Kingman.
Grants based drivers run Winslow turns.
Grants based drivers run Santa Rosa turns.
Grants based drivers through to Groom, Texas.
Groom based drivers through to Grants.
Groom based drivers run Santa Rosa turns.
Miami, Oklahoma based drivers through to Groom, Texas.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-17-8/69

Multi-Conference

Change of Operations

Western Gillette, Inc.

PROPOSED CHANGE:

Los Angeles drivers will run through to Phoenix and Kingman. We presently have a six-man board in Kingman which will operate in the following manner:

KINGMAN:

Kingman to Barstow turns.
Kingman to Winslow turns.
Kingman - Albuquerque to bed.
Kingman - Phoenix turns.

We presently maintain a fourteen-man board in Grants, New Mexico and a seventeen-man board in Groom, Texas.

GRANTS - GROOM:

The Company requests that the Grants, New Mexico drivers and the Groom, Texas drivers be merged into a single rotating board in Albuquerque, New Mecico.

This would involve 7 people from Groom, Texas and 14 people from Grants, New Mexico. We request they be dovetailed in the one common rotating board in Albuquerque to operate as follows: (Should either board increase in number, total number will be merged)

ALBUQUERQUE:

Albuquerque to Kingman to bed.
Albuquerque to Winslow on a turnaround.
Albuquerque to Holbrook turnaround.
Albuquerque to Vega on a turnaround.
Albuquerque to Phoenix to bed.
Albuquerque to Oklahoma City to bed.

The above would eliminate our relay point at Groom, Texas and Grants, New Mexico.

MIAMI:

Miami, Oklahoma drivers would operate Miami to Vega to bed.

Existing agreements to remain unchanged.

All of the above runs are subject to via and peddle as necessary and are subject to cancellation per the existing agreements, due to lack of freight or equipment, including contingencies beyond the Company's control.

In setting out the basic operation in this proposal, the destination of a load of freight will in no way designate the driver's dispatch. He will be dispatched in accordance with the demands of the business.

(Continued on following page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-17-8/69 Western Gillette, Inc. (Multi-Conference Change)

DECISION: (Multi-Conference Change of Operations Committee-Transcript Pgs. 125-198 (August 13, 1969)
M/m/s/c/ that the operational change proposed by Western Gillette, Inc. in Multi-Conference Case No. MC-CO-17-8/69 be approved as modified and clarified on the record to be effective no sooner than September 1, 1969 with the following provisos:

(1) There shall be no through runs operated with drivers domiciled at opposite ends; and specifically;

(a) On the Albuquerque-Kingman portion of the operation all through runs shall be pulled by drivers domiciled at Albuquerque. Turnaround runs may be utilized between these two points with Winslow as the turn point.

(b) On the Albuquerque - Phoenix portion of the operation all runs shall be pulled by drivers domiciled at Albuquerque.

(c) All turnaround runs between Kingman and Phoenix shall be pulled by drivers domiciled at Kingman.

(d) On the Tucson - Van Horn portion of the operation all through runs shall be pulled by drivers domiciled at Tucson. Turnaround runs may be utilized between these two points with Deming as the turn point.

(e) All turnaround runs between Tucson and Phoenix shall be pulled by drivers domiciled at Tucson.

(f) On the Dallas - Van Horn portion of the operation all runs shall be pulled by drivers domiciled at Dallas.

(2) On that portion of the operation between Los Angeles and Tucson, through runs shall be restricted to Interstate Highway No. 8.

(3) Runs dispatched via Phoenix shall break at Phoenix.

(4) The following seniority applications shall be followed:

(a) As among those drivers at present terminals, their present seniority dates for layoff purposes shall be the basis for determining which drivers stay, are displaced or elect to relocate.

(b) Those drivers who are displaced or elect to relocate shall be placed on a master list on the basis of their latest bidding seniority dates, and they shall utilize their positions on that list for bidding on all of the new openings.

(c) The successful bidders shall be placed on seniority lists at their new terminals, dovetailed with other drivers there (if any) on the basis of their respective bidding dates, and thereafter the positions of the relocated drivers on the dovetailed lists shall apply for both layoff and bidding purposes. Drivers who successfully bid into terminals where

(Continued on Following Page)

there are no company line drivers presently located shall carry their full company dry freight line seniority dates for all purposes.

(d) Drivers on the master list who are not employed shall be offered first available jobs ahead of new hires (one offer per man being sufficient to satisfy this requirement), and such a driver's seniority date for layoff and bidding at his new terminal shall be his date on said master list.

(e) Full company seniority shall apply for determining length of vacations.

5. A driver who is required to relocate under this change shall have the right to return to his previous terminal (or area where modified system seniority prevails) for a period of 120 days with the seniority he previously enjoyed at such terminal or area ahead of new hires and junior men on layoff. A driver who has sufficient seniority to remain at his present terminal but who has elected to relocate, may use his seniority to relocate but cannot thereafter use it to return.

6. The Company shall be required to offer employment opportunities at Van Horn to one serviceman and one mechanic, on a seniority basis, to the service employees who are displaced at El Paso. The remaining displaced El Paso service employees shall be offered employment at Los Angeles, Tucson or Dallas, ahead of new hires.

7. Dispatch and bidding procedures shall be worked out between the Company and the respective Local Unions in accordance with established procedures.

8. With regard to those employees who are relocated as a result of this change:

(a) The Company shall pay eight cents per mile to move one personal automobile per employee;

(b) The Company shall be obligated to pay for moving house trailers under the National Grievance Committee decision:

(c) The Company's obligation to pay for moving house-hold goods shall continue for one year after the date the employee is relocated;

(d) The usual 30-day rule on hotel or motel expenses for the employees shall apply, and shall be extended in this case to 90 days for those employees moving to Van Horn and those employees may select the motel;

(e) The above obligations, (a) through (d), shall apply to all employees relocated in the original change and shall also apply to any additional employees required within 120 days from the effective date.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 11-8-4099

Change of Operations

Local 468, Oakland, California
Local 431, Fresno, California
Local 224, Los Angeles, California
Local 150, Sacramento, California
Local 85, San Francisco, California, and

Clarification

Company involved: Pacific Motor Trucking

This filing is for an interpretation of seniority application on displaced men moving into Oakland on job opportunity. If these men bring their runs into Oakland, will these men be dovetailed? If men are moved into Oakland but do not bring work or runs with them, are these men placed on the bottom of the seniority board?

DECISION: (Change of Operations - Transcript Pgs. 25-42/ - 8/13/69) M/m/s/c/ that the decision of this committee in this case made on May 13, 1969 be ratified and confirmed with the following clarifications: (1) All displaced employees who are relocated shall have their seniority dovetailed at their new stations on the basis of their line seniority dates. (2) Of the six drivers displaced at Fresno, two shall be permitted to move to Oakland and four shall be permitted to move to Los Angeles.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4432

Burlington Truck Lines, Inc.

Change of Operations

Local involved: 307, Casper, Wyoming
190, Billings, Montana

PRESENT METHOD OF OPERATIONS:

Six drivers and six tractors currently are used, all of which are under the jurisdiction of Local 307, operating off of one division seniority roster at Casper, Wyoming. Two of the six presently are domiciled in Billings, Montana.

The six drivers operate runs as follows:

(1) Two drivers on alternate days operate Casper-Greybull-Cody through runs (252 miles) and return the following day.
(2) Two drivers operate on alternate days Casper-Billings via Sheridan through runs (293 miles) and return the following day.
(3) One driver operates a Billings to Cody to Billings turnaround run (253 miles).
(4) One driver operates a Billings to Sheridan to Billings turnaround run (272 miles). Total miles operated 1648.

PROPOSED METHOD OF OPERATIONS:

Abolish runs (3) and (4) above. Redomicile the two men in Billings back to Casper, Wyoming. Above runs to then be combined and run as follows:

(1) Two drivers, two tractors needed to run on alternate days Casper to Billings via Sheridan, through runs (293 miles). Return to Casper via Route (2) below or other authorized routes.
(2) Two drivers, two tractors needed to run on alternate days Casper to Billings via Cody, through runs (379 miles) Return to Casper via Route (1) above or other authorized routes. Total miles operated 1344.

Present and proposed method would allow drivers to drop or pick up at intermediate points.

May, 1969 JWAC Action: Postponed.

DISPOSITION: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4436 — Local 890, Salinas, California

Change of Operations — Company involved: Consolidated Freightways

Clarification — The local union requests a clarification of the Change of Operations granted in JWAC Case #5-9-4436.

DECISION: (Change of Operations Committee-Transcript Pgs. 231-232/ - 8/15/69) M/m/s/c/ that the Company be authorized to effectuate the operational change as previously approved this case on a temporary basis, and that the committee retain jurisdiction until the November Agenda; that notice be given to both of the Local Unions named in the original case to appear at the November hearing to further state their positions.

Case # 5-9-4441 — Illinois - California Express, Inc.

Change of Operations — Local involved: 492, Albuquerque, New Mexico; 941, El Paso, Texas

The Company requests the right to change the domicile of one El Paso line driver to Hobbs, New Mexico submitted under Section 8 (e) of the National Master Freight Agreement and Western States Area Over-The-Road Motor Freight Supplemental Agreement.

DISPOSITION: Postponed.

Case # 5-9-4446 — Local 431, Fresno, California

Change of Operations — Company involved: Santa Fe Trail Transportation Co.

Clarification — Local 431 requests clarification of seniority due to Change of Operations in JWAC Case #5-9-4446.

DECISION: (Change of Operations Committee-Transcript Pgs. 81-91/ - 8/14/69) M/m/s/c/ in order to resolve the issues involved in the clarification it is the determination of the committee that the Company shall establish a pickup and delivery board of approximately eighteen men and a line board of approximately six men (including the present bid line drivers). All employees except the two regular Los Angeles bid line men (who shall remain on their bid line runs) shall select in writing by Company seniority which board they prefer. The Company shall assign the men by Company seniority order to each board . Those who fail to obtain the board they prefer shall be assigned to the other board by Company seniority. A board must be exhausted prior to the use of a man on the other board, and when used he shall work at the bottom of the board to which he goes . Once this procedure is finalized a man shall retain and accrue seniority only on the board which he selected or was assigned. Bidding procedures shall be in accordance with the contract.

Case # 5-9-4452 — United-Buckingham Freight Lines

Change of Operations — Locals involved: 81, Portland, Oregon; 690, Spokane, Washington

Employer requests Union's approval for its proposal to utilize piggy-back service between Portland and Spokane.

DISPOSITION: Withdrawn without prejudice.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4645

California Motor Express, Ltd.

Change of Operations

Locals involved:

85, San Francisco, California
224, Los Angeles, California
431, Fresno, California

The Company requests the following Change of Operations:

Five drivers to be moved to San Francisco and given the opportunity to work from the San Francisco Terminal Seniority Board for Over-The-Road operations. Eleven drivers to be moved to Los Angeles and given the opportunity to work from the Los Angeles Over-The-Road Board.

DECISION: (Change of Operations Committee- Transcript Pgs. 92-113/ - 8/14/69) M/m/s/c/ that the operational change as requested by the Company be approved as clarified by the Company on the record, to be effective no sooner than September 1, 1969. The available positions at San Francisco and Los Angeles shall be offered to the affected Fresno drivers on a seniority basis, and those electing to relocate shall have their seniority dovetailed at their new stations on the basis of their full Company line seniority, provided, however, that they shall not exercise such dovetailed seniority to bump existing bid runs until the next regular bid time.

Case # 8-9-4646

Coast Drayage

Change of Operations

Locals involved:

468, Oakland, California
70, Oakland, California
150, Sacramento, California

The Company requests the following Change of Operations:

We propose to leave one local man in Sacramento and to use local men from our Berkeley terminal to deliver freight into the Stockton-Lodi area and to send local men from our Berkeley terminal into Sacramento to handle all deliveries beyond the ability of the one local man in Sacramento.

DECISION: (Change of Operations Committee-Transcript Pgs. 14-24/ - 8/12/69) M/m/s/c/ that the Company be authorized to redomicile its one Sacramento line driver to Berkeley, and if he elects to move he shall have seniority under the provisions of Article 5, Section 5 (e) of the Master Freight Agreement on line work between Berkeley and Sacramento. The Company is directed to offer employment opportunities to four Sacramento local men, and if they elect to move their seniority shall be dovetailed on the Berkeley seniority list. Any man who refuses to move may be laid off at Sacramento and shall not have claims against peddle work performed in Sacramento area out of the Berkeley terminal. The Company shall offer employment opportunities to such laid off Sacramento men ahead of new hires, one offer per man will be sufficient to satisfy this requirement. This change to be effective no sooner than September 1, 1969.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4647

Consolidated Freightways, Inc.

Change of Operations

Locals involved: 222, Salt Lake City, Utah
961, Denver, Colorado

The Company requests the following Change of Operations:

(1) Eliminate the Denver-Rawlins daily schedule.
(2) Eliminate the Salt Lake-Rawlins daily schedule.
(3) Change the Denver-Rawlins operation to run five days per week from Denver to Rock Springs. The men would be dispatched on a three one week, two the next week basis.
(4) Change the Salt Lake City-Rawlins operations to run five days per week from Salt Lake City to Rock Springs on a turnaround basis.

DECISION: (Change of Operations Committee - Transcript Pgs. 213-220/ - 8/15/69) M/m/s/c/ that the operational change request in Case 8-9-4647 be approved as clarified by the Company on the record to be effective no sooner than September 1, 1969.

Case # 8-9-4648

Consolidated Freightways, Inc.

Change of Operations

Local involved: 961, Denver, Colorado

PRESENT OPERATION:

One schedule per day from Denver to Cheyenne and return.
Driver based in Denver - Local 961.

PROPOSED OPERATION:

Eliminate the Denver-Cheyenne turnaround.
Handle this movement on existing schedules.

DECISION: (Change of Operations Committee - Transcript Pgs. 221-224/ - 8/15/69) M/m/s/c/ that the operational change requested by the Company be approved as clarified on the record no sooner than September 1, 1969.

Case # 8-9-4649

Consolidated Freightways

Change of Operations

Locals involved: 448, Missoula, Montana
690, Spokane, Washington

Company requests the right to run a Spokane-Missoula turn when needed. This will be run with drivers domiciled at Spokane.

DECISION: (Change of Operations Committee - Transcript Pgs. 225-227/- 8/15/69) M/m/s/c/ that the Company's application be approved as clarified on the record.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4650 — Consolidated Freightways

Change of Operations — Locals involved:
231, Bellingham, Washington
411, Mount Vernon, Washington

Company proposes to close the Mount Vernon, Washington terminal and handle the freight from our Bellingham, Washington terminal.

DECISION: (Change of Operations Committee - Transcript Pgs. 207-209/ 8/15/69) M/m/s/c/ that the Company's request to close its Mount Vernon terminal be approved. The Mount Vernon employee shall be offered employment at the Bellingham terminal, and if he elects to accept such employment his seniority shall be dovetailed on the Bellingham seniority list.

Case # 8-9-4651 — Consolidated Freightways

Change of Operations — Locals involved:
81, Portland, Oregon
222, Salt Lake City, Utah
483, Boise, Idaho
741, Seattle, Washington

The Company requests the following Change of Operations:

(1) Eliminate the sleeper operation between Portland and Salt Lake City, Seattle and Salt Lake City, Salt Lake City-Portland and/or Seattle.
(2) Handle this movement on existing schedules.

DISPOSITION: Postponed.

Case # 8-9-4652 — Consolidated Freightways

Change of Operations — Local involved: 524, Yakima, Washington

Presently we have a driver named George Loose domiciled in Sunnyside, Washington. We wish to transfer this man to our Yakima terminal.

DECISION: (Change of Operations Committee - Transcript Pgs. 210-212/ - 8/15/69) M/m/s/c/ that the Company's request to redomicile its Sunnyside employee into Yakima be approved and that his seniority be dovetailed on the Yakima seniority list.

Case # 8-9-4653 — Consolidated Freightways

Change of Operations — Locals involved:
81, Portland, Oregon
57, Eugene, Oregon
689, Coos Bay, Oregon

Eliminate road operation between Coos Bay and Eugene.

DECISION: (Change of Operations Committee - Transcript Pgs. 228-230/ - 8/15/69) M/m/s/c/ that the operational change be approved as clarified on the record.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4654 — Garrett Freightlines, Inc.

Change of Operations — Local involved: 222, Salt Lake City, Utah

Garrett Freightlines proposes to make the following change in a run from Salt Lake City to Moab, Utah.

We presently operate one division schedule per day, five days per week from Salt Lake City to Moab, a distance of 236 miles.

We propose to run this schedule from Salt Lake City to Grand Junction, Colorado, via Moab on the outbound dispatch and from Grand Junction directly to Salt Lake City on the return dispatch.

Grand Junction will be the lay point. Mileage from Salt Lake City to Grand Junction via Moab is 351 miles. Mileage from Grand Junction directly to Salt Lake City is 284 miles.

DECISION: (Change of Operations Committee - Transcript Pgs. 149-150/ - 8/14/69)
M/m/s/c/ that the proposal of the Company be approved.

Case # 8-9-4655 — Garrett Freightlines, Inc.

Change of Operations — Local involved: 983, Pocatello, Idaho

Garrett Freightlines presently operates a division schedule from Pocatello to Salmon, Idaho, a distance of 215 miles. Salmon is the layover point.

We propose to eliminate this run as presently operated and operate it as a turnaround run, Pocatello to Salmon to Pocatello. Run to operate five days per week, Sunday through Thursday.

One driver will be eliminated as a result of this change. The driver eliminated can exercise his seniority on the Pocatello board.

DECISION: (Change of Operations Committee - Transcript Pgs. 151-152/ - 8/14/69)
M/m/s/c/ that in Case 8-9-4655 the proposal of the Company be approved.

Case # 8-9-4656 — Garrett Freightlines, Inc.

Change of Operations — Locals involved:
81, Portland, Oregon
222, Salt Lake City, Utah
983, Pocatello, Idaho
741, Seattle, Washington

Garrett Freightlines proposes to establish a sleeper cab operation between Portland, Los Angeles, and Emeryville, California. Drivers to be based in Portland, Oregon. Traffic moving between these points is presently being moved by Pocatello-based sleeper teams and averages one load a day from Los Angeles and one a day from Emeryville. We propose to redomicile five tractors and ten drivers from Pocatello to Portland to handle this traffic. We propose that the seniority of the drivers moving to Portland be established under the provisions of Article 5, Section 5 (e) of the National Master Freight Agreement. Moving expenses of drivers involved will be paid according to the appropriate provisions of the labor agreement.

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Case # 8-9-4656 — Garrett Freightlines, Inc. (Continued)

DECISION: (Change of Operations Committee - Transcript Pgs. 43-55/ - 8/14/69) M/m/s/c/ that the change of operation requested by the Company be approved as clarified by the Company on the record to be effective no sooner than September 1, 1969. That the drivers redomiciled from Pocatello to Portland shall have seniority on the sleeper cab operation out of Portland as provided in Article 5, Section 5 (e) of the National Master Freight Agreement. The Portland sleeper jobs shall be offered on a seniority basis to the present Pocatello sleeper board and extra board as proposed by the Company.

Case # 8-9-4657 — Garrett Freightlines, Inc.

Change of Operations

Locals involved:
81, Portland, Oregon
699, Hoquiam, Washington
741, Seattle, Washington

Garrett Freightlines requests authority to discontinue a single-man run from Aberdeen, Washington to Portland, Oregon and return.

DECISION: (Change of Operations Committee - Transcript Pgs. 194-195/ - 8/15/69) M/m/s/c/ that the operational change requested in Case 8-9-4657 be approved.

Case # 8-9-4658 — Garrett Freightlines, Inc.

Change of Operations

Locals involved:
190, Billings, Montana
448, Missoula, Montana
690, Spokane, Washington

Garrett Freightlines requests authority to operate a single-man run from Spokane, Washington to Bozeman, Montana on an irregular basis.

DECISION: (Change of Operations Committee - Transcript Pgs. 196-206/ - 8/15/69) M/m/s/c/ that the operational change be approved as requested and clarified by the Company on the record.

Case # 8-9-4659 — Haslett Company

Change of Operations

Local involved: 150, Sacramento, California

PRESENT OPERATION:

Haslett now operates two bid LTL peddle runs from Sacramento to the Stockton and Manteca area. The other run is to the Modesto-Turlock-Manteca area. We then pick up freight from Navajo Freight and bring back to our Sacramento terminal. Of the other freight delivered from these two runs 90% originates in the East Bay area.

PROPOSED OPERATION:

Haslett will operate line trailer or trailers from Oakland to Stockton and interline all traffic for the Stockton, Modesto and Turlock area with another carrier.

DISPOSITION: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4660

Hopper Truck Lines

Change of Operations

Locals involved:

104, Phoenix, Arizona
224, Los Angeles, California
310, Tucson, Arizona

Hopper Truck Lines proposes a change in their operation as it pertains to the movement of freight between Los Angeles - Phoenix and Tucson.

Presently all freight moving between Los Angeles and Tucson or the reverse, is line hauled to Phoenix where it continues on to Tucson or Los Angeles as the case may be by Phoenix domiciled drivers.

(1) The Company proposes to establish two (2) Tucson to Los Angeles lay runs. Subject to the availability of freight, these runs to operate on a rotating three (3) and two (2) trip per week basis, excluding holidays.

(2) One of the two (2) present bid turn runs, Phoenix-Tucson-Phoenix will be cancelled. There will be no change in all other existing bid runs at Phoenix and Los Angeles.

(3) The redomiciling of the work and drivers from Phoenix to Tucson, will result in four (4) Phoenix domiciled drivers being allowed the right to claim the Tucson-Los Angeles runs and to move to Tucson. Moving of the drivers will be handled in accordance with the conditions of the contract.

(4) The above proposed runs will operate in the normal relay manner in that they will be permitted to drop and pick trailers and/or freight at all intermediate points.

(5) This change will displace one (1) bid driver at Phoenix and create four (4) driving positions at Tucson.

DECISION: (Change of Operations Committee - Transcript Pgs. 68-80/ - 8/14/69) M/m/s/c/ that the operational change be approved as clarified by the Company on the record to be effective no sooner than September 1, 1969. The new Tucson - Los Angeles runs shall be offered on a seniority basis to the Phoenix line board.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4661

Los Angeles - Seattle Motor Express, Inc.

Change of Operations

Local involved: 154, Seattle, Washington

This is a request to the Change of Operations Committee of the Joint Western Area Grievance Committee to authorize Los Angeles-Seattle Motor Express , in view of its recent merger with T.I.M.E. - DC to close their general office in Seattle, Washington and transfer the work previously performed by that office to the T.I.M.E. - DC General Office in Lubbock, Texas.

This Change of Operation is filed for the purpose of eliminating the duplicate work which would otherwise be performed by the Seattle terminal office and the general office of T.I.M.E.-DC in Lubbock. It is requested that authority to make this change be made effective immediately or as soon as it can be accomplished by the Company.

DECISION: (Change of Operations Committee - Transcript Pgs. 142-148/ - 8/14/69) M/m/s/c/ that the Company's proposal to phase out and close the former general office of Los Angeles-Seattle Motor Express be approved as clarified on the record. The Company is directed to offer employment opportunities to the displaced employees of the former general office at its terminal office ahead of new hires subject to seniority and qualifications.

Case # 8-9-4662

Milne Truck Lines, Inc.

Change of Operations

Locals involved: 104, Phoenix, Arizona
224, Los Angeles, California

Milne Truck Lines is requesting approval of the following proposed Change of Operations:

(1) Three bid runs per night, 5 days per week from Phoenix through to Los Angeles, lay and return, to be operated Sunday through Thursday. (Six bid drivers domiciled at Phoenix operating on a 3 and 2 basis).
(2) Five bid runs per night, Monday through Friday, 5 days per week from Los Angeles through to Phoenix, lay and return. (Ten bid drivers domiciled at Los Angeles operating on a 3 and 2 basis).
(3) All overflow to be operated by either Phoenix or Los Angeles extra board drivers as the Company's freight flow requires.
(4) The proposed operation will not require the redomiciling of any drivers.

DECISION: (Change of Operations Committee - Transcript Pgs. 2-11/ - 8/12/69) M/m/s/c/ that the operational change be approved as clarified by the Company on the record to be effective no sooner than September 1, 1969.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4663

McCracken Bros. Motor Freight

Change of Operations

Locals involved: 57, Eugene, Oregon
81, Portland, Oregon

Company proposes to convert its line operation between Eugene and Portland and Portland and Eugene from a long line method of operation to a short line operation as defined in Article 38 of the Pick-Up and Delivery Supplemental Agreement.

DISPOSITION: Postponed.

Case # 8-9-4664

O. N. C. Motor Freight System

Change of Operations

Local involved: 70, Oakland, California
468, Oakland, California

O.N.C. Motor Freight System proposes to abolish the local run between the San Leandro and Sunnyvale terminals of O.N.C. and operate this run under Article 52, Section (e), of the Western States Area Over-The-Road Motor Freight Supplemental Agreement where it contractually belongs.

DISPOSITION: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4665

O.N.C. Motor Freight System

Change of Operations

Locals involved:

81, Portland, Oregon
231, Bellingham, Washington
313, Tacoma, Washington
524, Yakima, Washington
689, Coos Bay, Washington
699, Hoquiam, Washington
741, Seattle, Washington
839, Pasco, Washington
962, Medford, Oregon

O.N.C. proposes to cancel the following bid turnaround runs:

(1) Bellingham to Seattle and return.
(2) Seattle to Aberdeen and return.
(3) Seattle to Ellensburg and return.
(4) Kennewick to Ellensburg and return.
(5) Kennewick to Goldendale and return.
(6) Portland to Goldendale and return.
(7) Portland to Aberdeen and return.
(8) Two of the Seattle to Portland and return runs.

O.N.C. proposes to establish the following runs:

(1) Bellingham to Aberdeen turn and Aberdeen to Bellingham turn. Initially, the Company intends to utilize Bellingham domiciled drivers to operate this run.

Subject to the availability of freight, these runs to operate five nights a week, Monday through Friday, excluding holidays.

(2) A Bellingham-Kennewick and a Kennewick-Bellingham lay run. This run will operate via Mt. Vernon, Everett, Seattle, Tacoma, Olympia, Cle Elum, Ellensburg, Yakima and Sunnyside.

Initially, the Company intends to utilize Bellingham domiciled drivers to operate this run.

Subject to availability of freight, these runs to operate on a rotating three (3) and two (2) trips per week basis.

(3) An Aberdeen-Kennewick and a Kennewick-Aberdeen lay run. This run will operate via Portland, Oregon, Olympia, Tacoma, Goldendale, Ellensburg, Yakima, Sunnyside, Washington and/or over Highway 12, which runs between Yakima and Chehalis, Washington.

Initially, the Company intends to utilize Aberdeen domiciled drivers to operate this run.

Subject to the availability of freight, these runs to operate on a rotating three (3) and two (2) trips per week basis.

(4) The Company proposes recognition of a Portland-Kennewick turn, and a Kennewick-Portland turn to be utilized when expedient to do so with extra board drivers.

(5) The Company proposes recognition of the Coos Bay to Portland via Medford, and a Medford to Portland via Coos Bay Division operation.

These runs to be utilized when it is expedient to do so.

(6) A Seattle to Southern Oregon points, Roseburg - Coos Bay - Grants Pass - Medford, and a Medford to Olympia, Tacoma, Aberdeen, Seattle lay run.

(Continued on Following Page)

Case # 8-9-4665 — O.N.C. Motor Freight System

Initially, the Company intends to utilize Seattle domiciled drivers to operate this run. Medford domiciled drivers will be dispatched to Washington points on an overflow basis.

At time of inclement weather and other conditions beyond the Company's control, this run may be cancelled, and the Seattle drivers will be utilized on Seattle-Portland turn or lay runs or any other run where his services are needed in accordance with the existing dispatch rules.

(7) The above proposed runs will operate in the normal relay manner in that they will be permitted to drop and pick trailers and/or freight at all intermediate points.

(8) All runs are on an if and when basis, and are subject to cancellation due to lack of freight, holidays, road and weather conditions, etc.

(9) Drivers directly affected:

Two (2) at Kennewick, Washington
Two (2) at Seattle, Washington
Two (2) at Portland, Oregon

Additional driving positions created:

One (1) at Bellingham, Washington
Two (2) at Aberdeen, Washington

DECISION: (Change of Operations Committee - Transcript Pgs. 153-189/ - 8/15/69) M/m/s/c/ that the operational change be approved as clarified by the Company on the record, to be effective no sooner than September 1, 1969. The two displaced drivers at Kennewick shall be offered their choices of the positions at Bellingham and Aberdeen, and if they elect to relocate their seniority shall be dovetailed at their new stations. If neither Kennewick driver elects to relocate at Bellingham that position shall be offered on a seniority basis to the Seattle line board. Any position at Aberdeen not filled by the Kennewick drivers shall be offered on a seniority basis to the Portland line board. In the event Seattle or Portland drivers relocate to Bellingham or Aberdeen under the above provision, their seniority shall be established at their new station under the provisions of Article 5, Section 5 (b) (2) of the National Master Freight Agreement.

Case # 8-9-4666 — Smith Transportation Company

Change of Operations — Local involved: 381, Santa Maria, California

The Company wishes to request the following Change of Operations:

(1) That the Paso Robles run be discontinued at Santa Maria and moved to the San Luis Obispo terminal.
(2) That the basis for the change of operations is economics.

DECISION: (Change of Operations Committee - Transcript Pgs. 61-67/ - 8/14/69) M/m/s/c/ that the Company's request to discontinue its Paso Robles run from Santa Maria and to operate that run out of San Luis Obispo be approved as of this date. This decision is without prejudice to the Union's right to pursue its money claims, if any, arising prior to this date.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4667 — Tri-Valley Growers

Change of Operations — Locals involved: 287, San Jose, California; 386, Modesto, California

PROPOSED OPERATIONS:

At the conclusion of the 1969 operating season, both Tri-Valley plants in San Jose will be closed. Warehousing and trucking operations will be discontinued after the end of the fruit processing season. This shutdown should be completed by March 1, 1970. After this date Tri-Valley's trucking operations will be centralized at its Modesto Plant 7, within the jurisdiction of Local 386. On September 1, 1969 five trucks will be moved from San Jose to Tri-Valley's trucking operations in Modesto. The remaining five trucks will be domiciled in San Jose until the trucking and warehousing operations are discontinued at that location.

DECISION: (Change of Operations Committee - Transcript Pgs. 130-140/ - 8/14/69) M/m/s/c/ that the Company's application be approved as clarified on the record. It is the determination of this committee that the proper section of the Labor Agreement to be applied in determining the seniority status of the San Jose drivers is Article 5, Section 5 (c) of the National Master Freight Agreement or the comparable provision of the Western States Area Master Freight Agreement.

Case # 8-9-4668 — Valley Copperstate System

Change of Operations — Local involved: 962, Medford, Oregon

The Company requests the following Change of Operations:

Discontinue all operation. Close terminal. Freight destined to Grants Pass will be handled out of Medford. Employees will be placed on layoff.

DECISION: (Change of Operations Committee - Transcript Pgs. 57-60/ - 8/14/69) M/m/s/c/ that the Company's request to close its terminal at Grants Pass be approved, to be effective no sooner than September 1, 1969. In view of all the circumstances the seniority lists at Grants Pass and Medford shall be dovetailed and the available work shall be awarded on that basis. The laid off employees shall be offered work opportunities in the surrounding area ahead of new hires.

Case # 8-9-4669 — Walkup's Merchants Express

Change of Operations — Locals involved: 85, San Francisco, California; 224, Los Angeles, California; 431, Fresno, California; 468, Oakland, California

We propose to eliminate the Coast schedule out of Oakland. This freight will be interlined with Certified Freight Lines in the Bay Area. We would eliminate the Fresno-San Diego runs which now originate in Fresno and would establish Fresno-Los Angeles turnarounds. We propose to eliminate the Monday through Friday turnaround run Los Angeles to Arroyo Grande. We further propose elimination of the run to San Diego.

DISPOSITION: Withdrawn without prejudice.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4815

Valley Copperstate

Change of Operations

Locals involved:

70, Oakland, California
85, San Francisco, California
856, San Francisco, California

SAN FRANCISCO

PRESENT OPERATION

The Company maintains a Terminal at San Francisco - has forty-eight City PUD and Dock employees members of Teamsters Local 85 who perform the unloading and City PUD service in San Francisco and vicinity, and fifteen office employees members Teamsters Local 856 - Sales employees Local 856.

PROPOSED OPERATION

The Company proposes to close San Francisco Terminal and merge with the Oakland Terminal. The displaced San Francisco office and dock employees will be given the opportunity of employment at Oakland. The Sales personnel will remain in San Francisco in new facility. The seniority of Dock PUD and office employees will be determined by the change of operation committee.

DISPOSITION: (Change of Operations Committee - Transcript Pgs. 12-13/ - 8/12/69)
Withdrawn without prejudice.

Case # 8-9-4816

Valley Copperstate System

Change of Operations

Locals involved:

81, Portland, Oregon
941, El Paso, Texas

Valley Copperstate System is involved in an operational change in the El Paso terminal that affects one office employee. They propose to move the revenue accounting to Portland, Oregon. This consists of certain portions of the cash report, the interlines, C.O.D.'s and the GBL's. The displaced employee will be offered employment at Portland.

DISPOSITION: (Change of Operations Committee - Transcript Pgs. 12-/3/ - 8/12/69)
Withdrawn without prejudice.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4817 — Western Milk Transport, Inc.

Change of Operations — Locals involved: 94, Visalia, California; 468, Oakland, California

Effective June 1, 1969, Western Milk Transport, Inc. purchased the certificated operating authority of Kings County Truck Lines and established a line operation at Oakland, California.

After due discussion with Mr. Al Appelbaum, Secretary-Treasurer of Local 468, Oakland, and Mr. Buddy Wright, President of Local 94, Visalia, it was mutually agreed that those thirteen drivers who would lose employment at Kings County Truck Lines as a result of the purchase, would be allowed employment with full seniority benefits at WMT Oakland to establish said line operation and that any drivers hired subsequent to this time would be in accordance with the agreement in effect with Local 468 at this time.

DECISION: (Change of Operations Committee - Transcript Pgs. 191-193/ - 8/15/69) M/m/s/c/ that the request of Western Milk Transport be approved as clarified on the record.

Case # 8-9-4824 — Consolidated Freightways

Change of Operations — Locals involved: 81, Portland, Oregon; 883, Hood River, Oregon

The Company requests the right to close its terminal at Umatilla, Oregon.

DISPOSITION: Postponed.

Case # 8-9-4829 — Ted Peters Trucking, Inc.

Change of Operations — Locals involved: 386, Modesto, California; 439, Stockton, California

The Company requests the right to open a new terminal in Stockton, California.

DECISION: (Change of Operations Committee - Transcript Pgs. 115/128/ - 8/14/69) M/m/s/c/ that the Company's request to open a terminal in Stockton be approved as clarified on the record effective immediately. The available positions at Stockton shall be offered to the Company's present employees at Gustine on a seniority basis in accordance with the provisions of Article 5, Section 5 (a) of the National Master Freight Agreement.

Case # 8-9-4833 — Valley Copperstate System

Locals involved: 57-85-94-137-180-287-313-386-431-741-911-81-87-104-150-224-310-324-468-439-890-962- 47-657-941 - 577-745-988-

DISPOSITION: Withdrawn without prejudice.
NOTE: This case was formerly Multi-Conference Case #MC-CO-12-8/69.

COMMITTEE FOR LOCAL OPERATIONS

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 11-8-4129 — Local 431, Fresno, California, and Pacific Motor Trucking

P & D Dispute — Union claims time for Floyd Rice and any and all drivers who were not paid for time traveled from Fresno terminal to Huron, Mendota and Firebaugh and return time - 45 days retro.

DECISION: (Committee for Local Operations - Transcript Pgs. 51-52/ - 8/13/69) M/m/s/c/ that when the Company assigns an employee to report to work at a point within this Local's jurisdiction other than his home terminal the employee shall be paid for travel time to and from the point of the assignment. Further, this decision is not retroactive and any money claims to this date are denied.

Case # 5-9-4466 — Local 17, Denver, Colorado, and Pacific Intermountain Express

P & D Dispute — Local 17 protests a letter P.I.E. sent this local in regards to a rule for reporting for work. This local feels the 4th paragraph of this letter is in direct contrast to several provisions of our contract and asks this case be heard.

DISPOSITION: Settled and Withdrawn.

Case # 5-9-4467 — Local 17, Denver, Colorado, and The Ringsby System

P & D Dispute — Donald Lappin states: On March 3, 1969 the Company called in a casual laborer, depriving him of work.

DISPOSITION: Withdrawn.

Case # 5-9-4468 — Local 17, Denver, Colorado, and The Ringsby System

P & D Dispute — Bobby Coppedge states casuals were brought in 3 hours before his shift. He is a regular. Pay claim in the amount of $16.77.

DISPOSITION: Withdrawn.

Case # 5-9-4469 — Local 17, Denver, Colorado, and The Ringsby System

P & D Dispute — W.J. Davison states that on Tuesday at 2:00 P.M., extra men were brought in . He was not called.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4470 — Local 17, Denver, Colorado, and The Ringsby System

P & D Dispute — Stanley Lee, on March 11th at 5:00 P.M. found casuals had been working from 2:00 P.M. He was not called in early and he thinks this is an unfair practice.

DISPOSITION: Withdrawn.

Case # 5-9-4472 — Local 53, Bozeman, Montana, and N. P. Transport Company

P & D Dispute — Union is requesting 8 hours pay for J. Kunda on January 8, 9, 10. Kunda reported for work on these days. He did so to protect his bid shift but he did not work. On January 10th he was notified that he was laid off and that his bid was cancelled on January 10th. Kunda is a 20% employee on a bid shift.

DISPOSITION: Withdrawn.

Case # 5-9-4493 — Local 983, Pocatello, Idaho, and Garrett Freightlines, Inc.

P & D Dispute — Timmons and Jensen are Idaho Falls local employees on layoff. They each claim a day's pay for January 31, 1969 contending that on that day Pocatello short line drivers worked in Idaho Falls.

DISPOSITION: Settled and Withdrawn.

Case # 5-9-4639 — Local 310, Tucson, Arizona, and Western Gillette, Inc.

P & D Dispute — Money claim on behalf of Humberto Picos - March 11, 1969.

DECISION: (Committee for Local Operations - Transcript Pgs. 64-78/ - 8/13/69) M/m/s/c/ that the committee retain jurisdiction over this case pending an investigation by George Rohrer for the Union and Larry Jones for the Company sometime in the middle of September, with the understanding that the Company will straighten up their dock operation immediately.

Case # 8-9-4670 — Local 17, Denver, Colorado, and Illinois - California Express

P & D Dispute — Local 17 is protesting the manner in which I.C.X. used to abolish 4:30 P.M. shift back to 4:00 P.M.

DISPOSITION: Settled and Withdrawn

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4671 — Local 17, Denver, Colorado, and Illinois - California Express, Inc.

P & D Dispute — Charles Vail states: On June 5, 1969, I was loading a Tasty Foods at 4:15 P.M, the dispatcher sent Duanne Eaton, a dock hand to relieve me. He finished the load and returned to the dock at 6:30 PM. I am a bid hostler. Hours 8:00 to 4:30 PM. I am filing for 2 hours overtime - $11.90.

DECISION: (Committee for Local Operations - Transcript Pgs. 8-24/ - 8/11/69) M/m/s/and Deadlocked that Charles Vail be compensated two hours overtime, $11.90, when the Company used a dockman to relieve him on June 5, 1969.
NOTE: See Main Committee for final disposition.
NOTE: The following cases were heard as one: 8-9-4671 - 4672 - 4673 - 4674 - 4675 - and 4676.

Case # 8-9-4672 — Local 17, Denver, Colorado, and Illinois - California Express

P & D Dispute — Robert Beyette states I.C.X. sent a dock hand out to replace me at Gates. I started to load at 8:00 AM. Duanne Eaton replaced me at 4:15 P.M. Duanne Eaton returned to I.C.X. dock at 12:30 A.M. I am filing for 8 hours overtime.

DECISION: The decision in Case #8-9-4671 applies.

Case # 8-9-4673 — Local 17, Denver, Colorado, and Illinois - California Express

P & D Dispute — Robert Beyette was loading a trailer at Gates at 4:15 P.M., the dispatcher sent a dock hand out to relieve him. Beyette is filing for 6 1/2 hours overtime - $38.67.

DECISION: The decision in Case #8-9-4671 applies.

Case # 8-9-4674 — Local 17, Denver, Colorado, and Illinois - California Express

P & D Dispute — Ray Kendrick was loading trailer #4335 at Gates at 4:15 P.M. June 13, 1969. He was relieved by a dock hand, E. Eaton. He is filing for 6 hours overtime - $35.70.

DECISION: The decision in Case #8-9-4671 applies.

Case # 8-9-4675 — Local 17, Denver, Colorado, and Illinois - California Express

P & D Dispute — Charles Vail states he was loading trailer 4608 at Gates. The dispatcher sent Toby Cordova, a dock hand out to relieve him. Vail contends he has the right as a bid hostler to stay with the load until finished. Filing for $44.62.

DECISION: The decision in Case #8-9-4671 applies.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4676 — Local 17, Denver, Colorado, and Illinois - California Express

P & D Dispute — John Mollendor is a bid hostler at I.C.X. At 4:15 on June 5, 1969, the dispatcher sent a dock hand out to Gates at 11275 - 40th, to relieve him. Mollendor is filing for 4 hours overtime.

DECISION: The decision in Case #8-9-4671 applies.

Case # 8-9-4677 — Local 17, Denver, Colorado, and Interstate System

P & D Dispute — Keith L. Pinny states the Company sent a mechanic to Bar Lake with a city tractor. He is claiming pay at time and one-half.

DECISION: (Committee for Local Operations - Transcript Pgs. 2-7/ - 8/11/69) M/m/s/ and Deadlocked that the claim of the Union be denied.
NOTE: See Main Committee for final disposition.

Case # 8-9-4678 — Local 17, Denver, Colorado, and Navajo Freight Lines, Inc.

P & D Dispute — Local 17 states - during the week of May 15, 1969, Navajo cancelled 20% employees, they are M. Trujillo, H. Gandora, R. Wollnick, D. Schmidt, T. Rhoads, L. Bilger, J. Hass, and D. Loomis. It is understood a 20% man can be cancelled during the middle of the week for lack of work, however, this was not the case. On May 17th, Navajo denied 80% employees overtime work. They are M. Chiles, M. Ertle, C. Tenbarge, R. Novy, H. Apodaca, L. Katt, B. Cooley, R. Sinkhorn.

We are asking 8 hours at the overtime rate the Company did circumvent the overtime provision outlined in the agreement. Pay claim for $376.32.

DECISION: (Committee for Local Operations - Transcript Pgs. 40-50/ - 8/12/69) M/m/s/c/ that the claim of the Union be denied.

Case # 8-9-4679 — Local 17, Denver, Colorado, and The Ringsby System

P & D Dispute — Stanley Lee, practices deemed dangerous and submit this report for the board dealing with unloading freight in the yard away from the dock in all weather and at all time of the day and night.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4680 — Local 17, Denver, Colorado, and T.I.M.E. - DC. Inc.

P & D Dispute — John Sammon is filing for overtime on June 9, 1969. The foreman would not okay his time card.

DISPOSITION: Settled and Withdrawn

Case # 8-9-4682 — Local 223 , Portland, Oregon, and Willamette Valley Transfer

Office Dispute — Local 223 is in dispute with Willamette Valley Transfer over the rate of pay and classification for Lawrence Foster.

DISPOSITION: Withdrawn.

Case # 8-9-4683 — Local 313, Tacoma, Washington, and Consolidated Freightways

P & D Dispute — Claiming 8 hours pay for Tacoma driver who is on seniority list in Tacoma and laid off June 5, 1969 for lack of work. Three Seattle drivers from Local 741 (Seattle) worked in Tacoma on this day - have one specific case to refer to. This is filed on behalf of Emmet Wall.

DECISION: (Committee for Local Operations - Transcript Pgs. 25-29/- 8/12/69) M/m/s/c/ that based on the facts presented the claim of the Union be allowed.

Case # 8-9-4684 — Local 357, Los Angeles, California, and O.N.C. Motor Freight System

P & D Dispute — James Perkins and 62 dock employees request removal of Clause #2 of bulletin, subject "Late to work reporting."

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4685 — Local 357, Los Angeles, California, and O.N.C. Motor Freight System

P & D Dispute — Frank A. Palminteri claims 8 hours pay, $33.68 for June 2, 1969, when he called in that he would be late and was told not to come in, and protests bulletin posted May 27, 1969.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4686 — Local 357, Los Angeles, California, and Pacific Motor Trucking

P & D Dispute — Local 357 claims a day's pay, $31.96 each, for the three senior employees on layoff May 13, 1969, when a Local 208 driver and two non-Union warehousemen worked in their stead.

DECISION: (Committee for Local Operations - Transcript Pgs. 30-39/ - 8/12/69) M/m/s/c/ that the claim of the Union be denied.

Case # 8-9-4687 — Local 578, Los Angeles, California, and Brake Delivery Service

P & D Dispute — Edward A. Pontius and John M. Lyle contend they were placed on layoff March 27, 1969, and Company has worked and continues to work junior employees, namely Jerry Lindsey and Earl Thomas in their stead; and claim all monies they would have earned had they been correctly worked and not on this improper layoff.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4688 — Local 856, San Francisco, California, and Emery Air Freight Corporation

Office Dispute — Union Claims employee laid off and not recalled properly. Back pay requested.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4689 — Local 983, Pocatello, Idaho, and Garrett Freightlines

P & D Dispute — On March 18, 1969, Pocatello line driver John Evans told the dispatcher that he felt that the rig which he had been directed to take was over-loaded. The dispatcher advised him that the loading was proper and when Evans said, 'show me,' the dispatcher drove the rig (a set of doubles) from the ready line to the scales, weighed each axle and drove the rig back to the line. There was no over-weight.

The Union claims 8 hours pay for a laid off dock employee contending that the Supervisor performed bargaining unit work.

DECISION: (Committee for Local Operations - Transcript Pgs. 79-83/ - 8/13/69) M/m/s/c/ that the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4690 — Local 983, Pocatello, Idaho, and Garrett Freightlines

P & D Dispute — Joe Morrison is a Pocatello based heavy duty driver in the 80% group with a bid swing shift Monday through Friday. The Company notified him that his annual I.C.C. physical examination was due and by mutual agreement the physical was scheduled for 11:00, Monday, February 10th. The examination was completed prior to Morrison's bid starting time and he worked his regular shift that day.

The Union claims pay for one hour under the provisions of Article 45 of the Pick-Up and Delivery Supplement.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4818 — Local 208, Los Angeles, California, and California Cartage Company, Inc.

P & D Dispute — On behalf of Eddie Mason, on June 23, 1969, the Company kept Gunner Benevente for dispatch on overtime while at the same time they sent Mason home who was senior. This claim is for 6 hours at overtime rate.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4819 — Local 386, Modesto, California, and Illinois - California Express

P & D Dispute — Union claims on March 18, 1969, the Company removed Dalgreen as a working foreman. Union cited JWC and Joint Area Committee decisions. Man still performing working foreman's duties. Union claims this should be a red circle rate.

DISPOSITION: Postponed.

Case # 8-9-4820 — Local 439, Stockton, California, and Consolidated Freightways

P & D Dispute — Union claims runaround for Tom McCraw on June 13, 1969.

DISPOSITION: Settled and Withdrawn

Case # 8-9-4827 — Local 208, Los Angeles, California, and Dart Transportation

P & D Dispute — Girvile D. Brandon by decision in case #SC-6-9-3768 was 'returned to work Monday, June 16, 1969 with full seniority and no compensation for time lost", claims pay for May 30, 1969.

DECISION: (Committee for Local Operations - Transcript Pgs. 58-63/ - 8/13/69) M/m/s/c/ that the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4831 — Local 223, Portland, Oregon, and Pacific Intermountain Express

Office Dispute — Interpretation of Article 41, Section B, "reduction in force" of the Office Employees Supplement.

DECISION: (Committee for Local Operations - Transcript Pgs. 54-57/ - 8/13/69) M/m/s/c/ that the claim of the Union be denied.

Case # 8-9-4832 — Local 81, Portland, Oregon, and McCracken Bros. Motor Freight

P & D Dispute — Local 81 is in dispute with McCracken Bros. Motor Freight over pickup and delivery restrictions filed in behalf of Harry Cleveland when line driver LeRoy was dispatched to Hudson House.

DISPOSITION: Settled and Withdrawn.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
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Case # L-775 GINO NOTTOLINI, member of Local 180, Los Angeles, California. Employee of Los Angeles-Seattle Motor Express (T.I.M.E.-DC, Inc.) Request is for a period of 90 days, effective April 14, 1969, for the purpose of accepting a salaried position as Assistant Line Dispatcher.

L-776 CLYDE F. CARUSO, member of Local 208, Los Angeles, California. Employee of System '99'. Request is for a period of 90 days, effective May 16, 1969, for the purpose of assuming duties of Dock Supervisor for System '99'.

L-777 RONALD J. HUPP, member of Local 357, Los Angeles, California. Employee of T.I.M.E. - DC, Inc. Request is for a period of 60 days, effective May 12, 1969, for the purpose of accepting an exempt position (Line Dispatcher) with T.I.M.E. - DC, Inc.

L-778 MIKE E. KOSAREFF, member of Local 208, Los Angeles, California. Employee of Valley Copperstate System. Request is for a period of 43 days, effective May 19, 1969, for the purpose of accepting position of Dock Foreman.

L-779 ALFONSO QUINTERO, member of Local 208, Los Angeles, California. Employee of Illinois-California Express. Request is for a period of 90 days, effective June 23/69, for the purpose of accepting position of Business Agent for Local 208.

L-780 CARL ROSELLI, member of Local 208, Los Angeles, California. Employee of Milne Truck Lines. Request is for a period of 90 days, effective May 12, 1969, for the purpose of accepting position of Dispatcher tryout.

L-781 RALPH WOODEY, member of Local 208, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of 90 days, effective June 30, 1969, for the purpose of assuming position of driver supervisor.

L-782 OWEN JAMES COMBS, member of Local 467, San Bernardino, California. Employee of Imperial Truck Lines, Inc. Request is for a period of 90 days, effective July 7, 1969, for the purpose of going into Management.

L-783 MELVIN M. HUTSON, member of Local 224, Los Angeles California. Employee of Lee Way Motor Freight. Request is for a period of 90 days, effective March 5, 1969, for the purpose of accepting full-time position as Business Representative in Local 224.
Note: This member left Local 224 to return to driving effective March 28, 1969.

L-784 RICHARD L. ZIMMERMAN, member of Local 357, Los Angeles, California. Employee of California Motor Express. Request is for a period of 90 days, effective July 14, 1969, for the purpose of taking a Supervisory position.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
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Case #
8-9-4691 L-785 CLARENCE JAMES MARTIN, member of Local 431, Fresno, California. Employee of Willig Freight Lines. Request is for a period of 90 days, effective July 8, 1969 for the purpose of taking position of Manager for Willig Freight Lines in Fresno.

NOTE: Previous 90 day leave was granted at the May, 1969 JWAC effective April 14, 1969. See: L-759 - Case #5-9-4494.

L-786 HENRY P. STEINHAUER, member of Local 287, San Jose, California. Employee of B. Panella Drayage Co. Request is for a period of 90 days, effective July 17, 1969, for the purpose of taking position of Field Man during agriculture season

NOTE: See letter attached.

DECISIONS: (Sub-Committee - Transcript Pgs. 84-96/ - 8/14/69)
The above Leaves of Absence were all approved at the August, 1969 JWAC Meeting with the following exception:

L-785 CLARENCE JAMES MARTIN - Local 431 (appears above)
Transcript Pg. 94.
M/m/s/c/ that the request be denied and Clarence James Martin is to return to bargaining unit work on or before August 17, 1969 or forfeit his seniority rights under the contract.

MAIN COMMITTEE

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 11-7-3422 — Local 468, Oakland, California, and Pacific Motor Trucking

O-T-R Dispute — Runaround for Vernon Cramer. A Los Angeles driver on the preferred extra board left Oakland with a Stockton load. He dropped the load at Stockton, picked up a Los Angeles load and proceeded to his home terminal. The Union's position is that the Stockton load was short line work and he is filing runaround for a short line driver.

DISPOSITION: Postponed.

Case # 2-8-3562 — Local 70, Oakland, California, and Ringsby Truck Lines

Joint Council #7 Dispute — The Company is trapping American President Lines vans at the consignee or shippers in Local 70 jurisdiction. The shipper or consignee is loading or unloading the freight.

DISPOSITION: Postponed.

Case # 2-8-3580 — Local 85, San Francisco, California, and Delta Lines, Inc.

Joint Council #7 Dispute — Whether or not air freight picked up at the airport is, or is not, connecting carrier freight.

DISPOSITION: Postponed.

Case # 2-8-3618 — Local 468, Oakland, California, and O.N.C. Motor Freight System

O-T-R Dispute — Union claiming 8 hours runaround December 18, 1967 in the name of Joseph Moniz.

DISPOSITION: Postponed.

Case # 8-8-3982 — Local 208, Los Angeles, California, and Transport Cartage & Distributing Company

Interpretation — Kenneth Warren, et al, referring to JWC Case #8-8-3982, contend that as of Christmas, 1967, the Company ceased payment of the Christmas bonus to its employees.

DECISION: (Main Committee - Transcript Pgs. 328-337/ - 8/13/69)
M/m/s/c/ that the Company is complying with the decision of this committee made in Case No. 8-8-3982.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 11-8-4171 — Local 224, Los Angeles, California, and Illinois - California Express

O-T-R Dispute — Local 224 on behalf of Robert J. Konek claims runaround on June 5, 1968 when the Company sent Jack Baldon on two San Diego turns and Konek was not called and had statutory restand I.C.C. hours available

DISPOSITION: Withdrawn.

Case # 11-8-4230 — Local 70, Oakland, California, and Paxton Truck Lines

Joint Council #7 Dispute — The Company had purchased a new low-bed with tiller. It was the position of the Union that it was a new type of equipment and there was no wage rate negotiated for it.

The Company took the position that Article 51 of the Agreement covered the wage rate.

DISPOSITION: Postponed.

Case # 2-9-4333 — Local 741, Seattle, Washington (Also: Local 81), and O.N.C. Motor Freight System

O-T-R Dispute — Revision of O.N.C. Motor Freight System's dispatch rules.(Filed under O-T-R Supplement - Articles 41, Section 2 (a) 43; 53; Section 3 (e); and 53, Section 5).

DISPOSITION: Postponed.

Case # 2-9-4370 — Local 70, Oakland, California, and System '99'

Joint Council #7 Dispute — Union feels that Emmett Blount should be established at the doubles rate of pay as he drives four or five days per week and has been doing this for a period of one year or more.

DISPOSITION: Postponed.

Case # 2-9-4374 — Encinal Terminal Container Division, and Local 85, San Francisco, California

Joint Council #7 Dispute — It was the position of the Union that the Company cannot pick and drop with Local 70 men within Local 85's jurisdiction.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 2-9-4376 — Local 287, San Jose, California, and Pacific Motor Trucking

Joint Council #7 Dispute — Union claims consignee cannot put loaded pallets on their rollers for one driver to push into van and hand stack same.

DISPOSITION — Postponed.

Case # 5-9-4477 — Local 208, Los Angeles, California, and Garrett Freightlines, Inc.

P & D Dispute — Charles E. Foster claims that as of December 12, 1968, the company has laid him off because of lack of work. Since that date the company has been farming out freight to other companies, which they have the rights and permits to deliver in. Therefore claim is for a day's pay at the applicable rate of pay for Foster for every day that he was out and the company farmed out freight.

DISPOSITION: (Main Committee - Transcript Pgs. 543-544/ - 8/14/69)
M/m/s/and Deadlocked that based upon the facts presented the claim of the Union be upheld.
M/m/s/and did not receive a majority vote "that this case go to Arbitration."

Case # 5-9-4503 — Local 81, Portland, Oregon, and Pacific Intermountain Express

O-T-R Dispute — Local 81 is in dispute with Pacific Intermountain Express over a two hour layover claim for Earl Whitney on November 27, 1968.

DISPOSITION: Withdrawn.

Case # 5-9-4506 — Local 81, Portland, Oregon, and United-Buckingham Freightlines

O-T-R Dispute — Local 81 is in dispute with United-Buckingham over a runaround claim for driver LeRoy Ellson involving the Company's method of dispatching out of Portland on January 27, 1969.

DECISION: (Main Committee - Transcript Pgs. 464-468/ - 8/14/69)
M/m/s/c/ the claim be denied.

Case # 5-9-4520 — Locals 208 - 357, Los Angeles, California
Local 692, Long Beach, California, and
Dependable Trucking Company

MASTER Dispute — Case #3095: Bill Messenger and all Freight Transport employees protest Dependable Trucking putting all Freight Transport employees at bottom of seniority list, and claim they should be dovetailed under above artibles.
Case #3096: Bill Messenger and all Freight Transport employees claim that Freight Transport, by selling trucks and equipment and assigning certain accounts to Dependable Trucking, has deprived them of work opportunities.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4523 — Local 208, Los Angeles, California, and Tetro Brothers

Discharge — Al Melendrez protests his termination of January 10, 1969 requesting that he be returned to work with his full seniority and realize all compensation due him.

DECISION: (Alternate Main Committee - Transcript Pgs. 103-117/ - 8/14/69) M/m/s/c/ that due to the fact that the Agreement was signed on May 7, 1969, which constitutes the effective date of the Agreement, the case in question, 5-9-4523, is improperly before the committee.

Case # 5-9-4531 — Local 224, Los Angeles, California - Also: Local 104, Phoenix Milne Truck Lines

O-T-R Dispute — Herschel H. Wright and Eddie Barragan claim misdispatch on 3/9/69 when extra board men were dispatched to Desert Center in their stead.

DISPOSITION: Postponed.

Case # 5-9-4532 — Local 224, Los Angeles, California, and Pacific Motor Trucking

O-T-R Clarification — Local 224 requests a clarification of the decision in JWAC Case #5-9-4532. May, 1969 JWAC Motion: "In view of the evidence presented and the statements made, that they did intermingle freight and mail and that this was all done under the Over-The-Road Supplement, that the dovetailing of the mail and freight boards in accordance with their line seniority date be granted. Motion Carried."

DECISION: (Main Committee - Transcript Pgs. 405-406/ - 8/14/69) M/m/s/c/ that it was the intent of the committee in this case that the basis of dovetailing the line seniority should be the bidding or work selection date of the respective employees on each list; that a single list be prepared showing such dates and those dates shall hereafter determine the employees' seniority for all purposes except length of vacation.

Case # 5-9-4537 — Local 315, Martinez, California, and Delta Lines, Inc.

O-T-R Dispute — It was the claim of the Union that a Modesto line driver came to Emeryville via Pittsburg. The Union claimed that the driver dropped in Pittsburg, picked up a box and came into Emeryville. At the Emeryville terminal the freight was consolidated into other Stockton-Modesto boxes. The Union claimed that the Modesto driver picked up the set in Emeryville and went back to Pittsburg, dropped and then proceeded to Modesto via Stockton.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4553 — Local 468, Oakland, California, and Transcon Lines

O-T-R Dispute — The Union claimed that the Company was holding back more than seven days pay and not abiding by the Agreement.

DISPOSITION: Settled and Withdrawn.

Case # 5-9-4561 — Local 839, Pasco, Washington, and O.N.C. Motor Freight System

O-T-R Dispute — Requesting holiday pay for Jack Frase while on vacation.

DISPOSITION: Settled and Withdrawn.

Case # 5-9-4598 — Local 70, Oakland, California, and Los Angeles - Seattle Motor Express

Joint Council #7 Dispute — Classification. The grievant is classified as a platform man. It was the position of the Union that he drives and receives the 10,500 lb. and over rate of pay more than 50% of the time and should be paid this rate of pay throughout the year as a permanent classsification. The Company stipulated to the facts but took the position that the grievant was paid for the work he actually performed per the Agreement.

DISPOSITION: Postponed.

Case # 5-9-4605 — Star Forwarders, and Local 85, San Francisco, California

Joint Council #7 Dispute — Personalized rate of pay. The Company had two employees who were guaranteed one hour overtime per day. If these two employees were off for any reason, the employee who worked their job, was guaranteed the one hour overtime. Both of these employees have left these jobs and two new men have bid the job. The Company has cut out the overtime guarantee.
It was the position of the Company that the job does not carry the guarantee.

DISPOSITION: Settled and Withdrawn.

Case # 5-9-4627 — Sealand Freight Service, and Local 741, Seattle, Washington

Interpretation — Regarding casual help during tremendous rush loads which occur during ship sailings and ship loadings for sailing.

DECISION: (Main Committee - Transcript Pgs. 451-456/ - 8/14/69)
M/m/s/c/ that this case be referred back to the state committee and be heard on a set of facts.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4630 — Local 315, Martinez, California, and Delta Lines, Inc.

Joint Council #7 Dispute — The Union took the position that the grievants had worked in excess of 13 days in a 30 day period and had seniority with the Company.

DISPOSITION: Settled and Withdrawn.

Case # 5-9-4642 — Local 81, Portland, Oregon; Local 690, Spokane, Washington; Local 741, Seattle, Washington, and United-Buckingham Freightlines

Clarification — Local 81, 690, and 741, are in dispute with United-Buckingham over the Company's logs and daily trip sheets. It is the Union's position the present forms used by the Company are not adequate.

DECISION: (Main Committee - Transcript Pgs. 339-348/ - 8/13/69)
M/m/s/c/ that the present method of logs and daily trip sheets shall be continued until such time as Ringsby changes the system and, based on the statements of the company on the record, the problem of paying shortages shall be worked out.

Case # 8-9-4671 — Local 17, Denver, Colorado, and Illinois - California Express, Inc.

P & D Dispute — Charles Vail states: On June 5, 1969, I was loading a Tasty Foods at 4:15 PM, the dispatcher sent Duanne Eaton, a dock hand to relieve me. He finished the load and returned to the dock at 6:30 PM. I am a bid hostler. Hours 8:00 to 4:30 PM. I am filing for 2 hours overtime - $11.90.

DISPOSITION: (Main Committee - Transcript Pgs. 544-545/ - 8/15/69)
M/m/s/and Deadlocked that the claim of the Union be denied.
M/m/s/and did not receive a majority vote "that this case go to Arbitration."
Note: This decision applies to Cases #8-9-4672-4673-4674-4675-4676.

Case # 8-9-4677 — Local 17, Denver, Colorado, and Interstate System

P & D Dispute — Keith L. Pinny states the Company sent a mechanic to Bar Lake with a city tractor. He is claiming pay at time and one-half.

DISPOSITION: (Main Committee - Transcript Pg. 545/ - 8/15/69)
M/m/s/and Deadlocked that the claim of the Union be upheld .
M/m/s/and did not receive a majority vote "that this case go to Arbitration."

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4681 — Local 222, Salt Lake City, Utah, and Ringsby System - Consolidated Freightways - Garrett Freightlines

P & D Dispute — The Union is protesting the Company's procedure in using Tuesday-Saturday bid men and 20% men on holidays which fall on Saturdays (example, Washington's Birthday, February 22/69). The Union concedes that the Company has followed the 1964 interpretation of the JWAC cut contends that the Company has established a past practice contrary to that interpretation which it should continue to follow.

DECISION: (Main Committee - Transcript Pgs. 457-463/ - 8/14/69) M/m/s/c/ that based upon the February 27th and 28th, 1964 interpretation of the JWAC, the claim of the Union is denied.

Case # 8-9-4692 — Local 17, Denver, Colorado, and T.I.M.E. - DC

O-T-R Dispute — Company desires to change bid to provide for needed distribution of manpower.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4693 — Local 57, Eugene, Oregon, and McCracken Brothers Motor Freight

O-T-R Dispute — The Union contends the Company was in violation of Article 52 (a) of the Western States Area Over-The-Road Supplemental Agreement when they sent two Eugene drivers in the pick-up zone to pick up a load of paper and then on to Portland.

DECISION: (Main Committee - Transcript Pgs. 137-144/ - 8/12/69) M/m/s/c/ that the claim of the Union be upheld.

Case # 8-9-4694 — Local 57, Eugene, Oregon, and Pacific Motor Trucking

O-T-R Dispute — Local 57 is in dispute with P.I.E. over a runaround claim involving a Medford run for drivers Campbell and Snell on May 8, 1969.

DECISION: (Main Committee - Transcript Pgs. 321-327/ - 8/13/69) M/m/s/c/ that the claim of the Union is upheld; the men be paid a Eugene-Medford-Eugene turn, less money earned that day.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4695 — Local 70, Oakland, California, and Garrett Freightlines

MASTER Dispute — A night-shift employee injured his finger in an industrial compensation claim. After having secured an unqualified release he complained of it bothering him. He was instructed by the Company to return to the doctor to have it treated. During the day he returned to the doctor and obtained treatment. Employee is claiming pay for the period spent at doctors.

DISPOSITION: Settled and Withdrawn

Case # 8-9-4696 — Local 81, Portland, Oregon, and Consolidated Freightways

O-T-R Dispute — Local 81 is in dispute with Consolidated Freightways over the Company's violation of the Inter-Conference Sleeper Cab Agreement when it dispatched a Kansas City team from Seattle to Salem to pick up a Salt Lake City load. This created a runaround claim for a Portland based sleeper team.

DISPOSITION: Postponed.

Case # 8-9-4697 — Local 81, Portland, Oregon, and Moore Business Forms

O-T-R Dispute — The Union contends that a sleeper team came out of Oakland, dropped boxes in Portland and then went to St. Helens, Oregon which is within the 50 mile radius of Portland; picked up a load then came back through Portland to Oakland.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4698 — Local 81, Portland, Oregon, and O.N.C. Motor Freight System

O-T-R Dispute and Warning Letter — Local 81 is protesting a warning letter issued to Wayman Rodriguez on April 7, 1969 by O.N.C. for failure to report at assigned time at Medford and delaying schedule . The Union is also asking for April 6th and 7th layover pay.

DECISION: (Main Committee - Transcript Pgs. 145-153/ - 8/12/69)
M/m/s/c/ that the warning letter be upheld and the pay claim be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4699 — Local 81, Portland, Oregon, and O.N.C. Motor Freight System

O-T-R Dispute — Local 81 is in dispute with O.N.C. over a runaround claim for driver Cecil Thornton. The Union contends the Company should pay this since they knew Thornton did not have sufficient hours when he was dispatched.

DECISION: (Main Committee - Transcript Pgs. 154-162/ - 8/12/69)
M/m/s/c/ that based on the facts in this particular case the claim of the Union be denied.

Case # 8-9-4700 — Local 81, Portland, Oregon, and O.N.C. Motor Freight System

O-T-R Dispute — Local 81 is in dispute with O.N.C. over payment of cab fares in Coos Bay, Oregon.

DECISION: (Main Committee - Transcript Pgs. 163-171/ - 8/12/69)
M/m/s/c/ that based on the facts in this case the claim of the Union be paid.

Case # 8-9-4701 — Local 81, Portland, Oregon
Local 57, Eugene, Oregon
Local 962, Medford, Oregon, and
Pacific Motor Trucking

O-T-R Dispute — Local 81, 57, and 962, are protesting a Company bulletin involving pay practices.

DECISION: (Main Committee - Transcript Pgs. 308-313/ - 8/13/69)
M/m/s/c/ that time claimed for fuel check in excess of thirty minutes be listed, be itemized.

Case # 8-9-4702 — Local 81, Portland, Oregon, and Pacific Motor Trucking

O-T-R Dispute — Local 81 is in dispute with P.M.T. over a runaround claim for 9 1/2 hours pay for C. E. Barber involving the utilization of a Salem employee on a run from Salem to Baker on March 24, 1969.

DECISION: (Main Committee - Transcript Pgs. 315-319/ - 8/13/69)
M/m/s/c/ that the claim of the Union is denied based on the facts.

Case # 8-9-4703 — Local 81, Portland, Oregon, and Ringsby Pacific, Ltd.

Seniority Dispute — Local 81 is filing this case in behalf of employee Frank Fellows who is protesting the seniority order of the Ringsby line drivers.

DECISION: (Main Committee - Transcript Pgs. 192-203/ - 8/12/69)
M/m/s/c/ that in view of the evidence presented in this case that July 18, 1968 is the correct date for Hanson and 6-16-68 is the correct date for Fellows.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4704 — Local 81, Portland, Oregon, and T.I.M.E.. - DC, Inc.

O-T-R Dispute — Local 81 is in dispute with T.I.M.E.-DC. over one-quarter hour fuel time for driver Galbreath and Stratton at Albany, Oregon.

DISPOSITION: Postponed.

Case # 8-9-4705 — Local 85, San Francisco, California, and Encinal Terminals

Interpretation — Request for an interpretation of application of Article 5, Section 3 (4) of the National Master Freight Agreement. "Operation of non-parellel rights as pertains to seniority. Request for establishment of separate seniority lists for non-parellel operations.

DISPOSITION: Postponed.

Case # 8-9-4706 — Local 85, San Francisco, California, and I.M.L. Freight, Inc.

Sub-Contracting — Seniority - Sub-Contracting. Pay for John Zappa for Monday, March 31st.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4707 — Local 85, San Francisco, California, and O.N.C. Motor Freight System

O-T-R Dispute — Runaround claims - How does the 45 day rule apply? From the next payday of the date of denial? Union claims Company never issued a written denial as required under the contract.

DECISION: (Main Committee - Transcript Pgs. 530-534/ - 8/14/69)
M/m/s/c/ that the 45 days starts from the day that the claim is denied in writing by the Company so the man knows he has a grievance, and that the cases in 8-9-4707 are timely and that they be referred back to be heard on the merits.

Case # 8-9-4708 — Local 150, Sacramento, California, and T.I.M.E. - DC.

O-T-R Dispute — Union claims they have decisions of record with other companies, and companies comply with the Union for the dropping of freight in excess of 1500 to 2000 pounds by having local men handle.

DECISION: (Main Committee - Transcript Pgs. 69-72/ - 8/11/69)
M/m/s/c/ that the Company abide by the decision handed down, which uses the criterion of 1500 to 2,000 pounds for way-freight. Based on area practice.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4709 — Local 180, Los Angeles, California, and Consolidated Freightways

O-T-R Dispute — Local 180 is filing this grievance on behalf of E. O. Whittington and all other drivers at Consolidated Freightways because of the manner in which they are itemizing time claimed on trip sheets and miles driven.

DECISION: (Main Committee - Transcript Pgs. 489-497/ - 8/14/69)
M/m/s/c/ that in accordance with JWAC Case #11-6-2661 the claim of E. O. Whittington be denied, but the Company be instructed to comply with Article 48, Section 4.

Case # 8-9-4710 — Local 180, Los Angeles, California, and Pacific Intermountain Express

O-T-R Dispute — Local 180 takes the position that Gallegher and Haynes are entitled to 11 hours pay at $3.68 per hour, a total of $40.48 for each man.

DECISION: (Main Committee - Transcript Pgs. 535-540/ - 8/14/69)
M/m/s/c/ the claim be upheld.

Case # 8-9-4711 — Local 180, Los Angeles, California, and Los Angeles - Seattle Motor Express

O-T-R Dispute — W. H. Kimberling and N. H. Ecerhart each claim 3 hours on paylog 22012, and Elwin Smith and James Richeson each claim 2 1/2 hours on paylog 22013, time lost due to a road block south of Gorman on March 22, 1969.

DECISION: (Main Committee - Transcript Pgs. 478-487/ - 8/14/69)
M/m/s/c/ that the thirty minute rule applies and the claims be paid, the company to be allowed to deduct time that the unit moved for any length of time.

Case # 8-9-4712 — Local 190, Billings, Montana, and United-Buckingham Norwalk

O-T-R Dispute — Case #M-927: Request pay for 430 miles, Bozeman to Missoula and return pulled by Spokane driver for driver Jansma on April 2, 1969.

Case #M-930: Request pay for 430 miles from Bozeman to Missoula and return pulled by Spokane driver for driver Kirkness on May 24/69.

Case #M-931: Request pay for 430 miles Bozeman to Missoula and return, pulled by Spokane driver for driver Kirkness on May 24/69.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4713 — Local 222, Salt Lake City, Utah, and Garrett Freightlines, Inc.

O-T-R Dispute — The Union claims pay for delay enroute for all Salt Lake line drivers for making checks of equipment on Highway 40 at Airport Hill in California, when pulling explosives. These checks are required by the State of California.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4714 — Local 222, Salt Lake City, Utah, and Garrett Freightlines, Inc.

O-T-R Dispute — A.P. Gause, line driver, is claiming 2-8/10 hours pay abuse of free time at Grand Junction, Colorado, May 11, 1969.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4715 — Local 222, Salt Lake City, Utah, and Garrett Freightlines, Inc.

O-T-R Dispute — On May 6, 1969 Salt Lake line driver Maxwell was pulling a set of doubles with 22,300 pounds on the front box and 11,000 on the rear box. At the checking station at Hot Springs, Utah, the Highway Patrol warned the driver of very high winds saying that light loaded or empty rigs should not proceed. The driver tied up at the checking station and claims 2-8/10 hours delay under the impassable highway provision.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4716 — Local 222, Salt Lake City, Utah, and I.M.L. Freight, Inc.

O-T-R Dispute — Fred Nichols, line driver, is claiming sleeper rate of pay for deadheading from Salt Lake City, Utah to Dayton, Ohio, May 11/69.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4717 — Local 222, Salt Lake City, Utah, and I.M.L. Freight, Inc.

O-T-R Dispute — Salt Lake sleeper team Vanderpool and Morse were on layover at St. Louis, arriving at 1645 and departing at 00:30. While they were on lay a second Salt Lake team enroute to Salt Lake from Dayton stopped at St. Louis dropping a set of doubles and picking up a load, departing at 2130.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4718

Local 222, Salt Lake City, Utah, and I.M.L. Freight, Inc.

O-T-R Dispute

The issue is whether or not an extra board driver who signs for 10 hours off at the home terminal is entitled to a runaround if he is not available for an alert call during the period specified in the agreement.

It is the Union's position that a man who signs for 10 hours off at the home terminal on a Saturday, is not required to be available at the regular alert time, but all that he need do is be available on his 8th hour for a 2 hour call at the end of his 10hours off.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4719

Local 222, Salt Lake City, Utah, and I.M.L. Freight, Inc.

O-T-R Dispute

Pay claim for Cooksey and Pullar. This case involves a money claim by the same Salt Lake sleeper team involved in Case #1455, claiming pay for the time delayed.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4720

Local 224, Los Angeles, California, and Carey Truck Lines

Heavy Specialized & Oilfield Agreement

Local 224 on behalf of Gerald South and John Steepleton claims back pay at time and one-half for all hours they have worked after midnight Friday nights.

DECISION: (Main Committee - Transcript Pgs. 265-271/ - 8/13/69)
M/m/s/c/ that based on Case 967 the claim of the Union be denied.

Case # 8-9-4721

Local 224, Los Angeles, California, and Consolidated Copperstate Lines

O-T-R Dispute

Local 224 on behalf of the drivers named below, requests the Joint State Committee to instruct the Company to allow the Business Representative to examine the dispatch records of Earl E. Gobel for the months of November and December, 1968, and the dispatch records of William D. Branscomb for the months of November and December, 1968.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4722 — Local 224, Los Angeles, California, and Hopper Truck Lines

O-T-R Dispute — Local 224, on behalf of David Ochoa, claims runaround pay for all Friday nights the Company has dispatched leasers in his stead.

DECISION: (Main Committee - Transcript Pgs. 172-183/ - 8/12/69)
M/m/s/c/ that one runaround trip be paid and this matter will be referred to the proper tribunal under Article 30 for the purpose of determining who has what in relation to rights in and out of Phoenix and L. A.; and that no further claims of this nature be entertained until this tribunal has met.

Case # 8-9-4723 — Local 224, Los Angeles, California, and Milne Truck Lines

O-T-R Dispute — Case #3621: Local 224 on behalf of Eddie G. Barragan claims one-half hour pay for time spent cleaning glass and cab in the Los Angeles terminal on January 26, 1969. Claim rejection received on February 10, 1969.

Case #3622: Local 224 on behalf of George Watkins claims one-half hour C.H.P. equipment check at Yermo on his trip on 1-22-69.

Case #3625: Local 224 on behalf of Larence L. Booth claims 3/4 of an hour delay time in Desert Center on time slips C-124, 174, 125.

DECISION: (Main Committee - Transcript Pgs. 76-83/ - 8/11/69)
M/m/s/c/ that based on the facts, this case is referred back to be heard on its merits.

Case # 8-9-4724 — Local 224, Los Angeles, California, and Milne Truck Lines

O-T-R Dispute — Local 224 on behalf of Paul Velasco claims misdispatch on April 4, 1969. Mr. Velasco is claiming a round trip from Los Angeles to St. George, Utah, in the amount of $122.00.

DECISION: (Main Committee - Transcript Pgs. 84-90/ - 8/11/69)
M/m/s/c/based on the facts in this case the claim be denied.

Case # 8-9-4725 — Local 224, Los Angeles, California, and T.I.M.E. - DC.

O-T-R Dispute — Local 224 on behalf of Lester W. Simpson, claims runaround pay on April 1, 1969, when the Company dispatched driver William Patridge to Sacramento in his stead.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4726 — Local 224, Los Angeles, California, and T.I.M.E. - DC.

Master Dispute — Local 224, on behalf of driver Jerry Heinz, demands that the Company pay the hospital bill at Hollywood Presbyterian Hospital. The amount of this bill is $551.55.

DECISION: (Main Committee - Transcript Pgs. 285-297/ - 8/13/69) M/m/s/c/ that this committee, having heard the facts in this case, is unable to make a decision until such time as it is determined by the State Industrial Commission whether this is or is not an industrial injury. But in any event, if it is an industrial injury it will be taken care of in the ordinary course of events. And if it is not an industrial injury, it will be taken care of through the man's health and welfare insurance.

Case # 8-9-4727 — Local 235, Orange, California, and Oertly Bros. Trucking Company

O-T-R Dispute — Richard T. Scott is filing a protest to a leave of absence given by the Company to Jim Wright under the OTR Agreement, Article 40. Richard Scott claims discrimination because he asked for a leave of absence under the same circumstances and was refused. The purpose of the leave of absence granted to Jim wright was to seek other employment within the same industry.

DECISION: (Main Committee - Transcript Pgs. 222-235/ - 8/13/69) M/m/s/c/ that Mr. Wright did not comply with the terms of the agreement, and so therefore the claim of Scott should be allowed.

Case # 8-9-4728 — Local 235, Orange, California, and Oertly Bros. Trucking Company

O-T-R Dispute — Case #3881: Runaround on June 4, 1969, when Jim Wright was not called for a line trip to the Bay Area and a leaser took a Dixie Cup load to the Bay Area. We are claiming that amount of money earned by the leaser for that trip, miles and hours worked.

Case #3882: Runaround on June 6, 1969, when Jim Wright was not called for a line trip to the Bay Area and a leaser took a Dixie Cup load. We are claiming that amount earned by the leaser for that trip, miles and hours worked.

DECISION: (Main Committee - Transcript Pgs. 236-247/ - 8/13/69) M/m/s/c/ that based on the fact that Mr. Wright was offered local work and the fact that there was no power equipment available to run over the hill, that Mr. Wright's claim be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4729 — Local 235, Orange, California, and Oertly Bros. Trucking Company

O-T-R Dispute

Case #3879: Runaround on May 28, 1969, when Jim Wright was not called for a line trip to the Bay Area, and an S.S.T. driver from Los Angeles took a set of trailers from Oertly Bros. yard, Garden Grove, and made drops in route to the Bay Area. We are claiming that amount of money earned by the S.S.T. driver for that trip, miles and hours worked.

Case #3880: Runaround on June 2, 1969, when Jim Wright was not called for a trip. An S.S.T. driver pulled a load of freight out of the yard. We are claiming that amount of money earned by the S.S.T. driver, miles and hours worked.

DECISION: (Main Committee - Transcript Pgs. 248-258/ - 8/13/69)
M/m/s/c/ based on the facts in this particular case, these claims be paid.

Case # 8-9-4730 — Local 235, Orange, California, and Oertly Bros. Trucking Company

O-T-R Dispute — Jim Wright completed line trip on Friday morning, May 9, 1969, and pay check was not available so driver waited at the yard until checks came in, claiming two and one-half hours pay for waiting for Jim Wright.

DECISION: (Main Committee - Transcript Pgs. 260-264/ - 8/13/69)
M/m/s/c/ that based on the facts the claim of the Union be denied.

Case # 8-9-4731 — Local 255, Portland, Oregon, and Consolidated Freightways

Automotive Dispute — The Union contends that on the day in question, April 25th, Guy Gillespie, a road mechanic, was called to change a tire in Idahna, Oregon. It is the Union's position that this work should have been done by a member of the bargaining unit and that there were men on duty at the time. Therefore, the Union is asking 4 hours pay at the time and one-half rate for the senior Local 255 man.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4732 — Local 255, Portland, Oregon, and Consolidated Freightways

Automotive Dispute — Local 255 is in dispute with Consolidated over a change of hours for shift premium pay for the Parts Room Employees.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4733 — Local 287, San Jose, California, and Rabb Bros. Enterprises, Inc.

Master Dispute — Union claims Company is using sub-haulers in place of regular Company employees who have not been used, and is claiming money for dates men were not used.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4734 — Local 287, San Jose, California, and Walkup's Merchants Express

O-T-R Dispute — Union claims Company did not protect bid run out of San Jose when employee went on vacation. Asking runaround pay for extra board man that stayed home.

DISPOSITION: Postponed.

Case # 8-9-4735 — Local 287, San Jose, California, and Western Gillette, Inc.

O-T-R Dispute — Union claims that Los Angeles based sleeper teams are coming into Local 287 Local Pick-Up and Delivery zone, loading full loads frozen case goods without coming to the San Jose terminal and turning back to Los Angeles. Union claims this is local work and violates hiring hall provisions of the contract.

DISPOSITION: (Main Committee - Transcript Pgs. 128-130/ - 8/12/69)
M/m/s/and Deadlocked that the Company is in violation of Article 2, Sections 4 and 5 of the National Master Freight Agreement, and the claim of the Union be upheld. M/m/s/and did not receive a majority vote "that this case go to Arbitration.

Case # 8-9-4736 — Local 313, Tacoma, Washington, and Consolidated Freightways

O-T-R Dispute — Reference Article II, Master Freight Agreement and Article XXXVIII, Appendix 'A' - Sea-Tac wage supplement - 25 mile radius - line drivers out of Chicago violating the contract.

DECISION: (Main Committee - Transcript Pgs. 204-211/ - 8/12/69)
M/m/s/c/ that the Union's claim be denied in this particular case.

Case # 8-9-4737 — Local 357, Los Angeles, California, and Milne Truck Lines

Interpretation — Case #3907: Donald Williamson requests steady employment, contending he has worked as a casual for Milne about eight and one-half months; that during October, November, February and March, he worked on dock or swamped twelve days of 8 hours, but Company has hired men with less time.
Case #3908: Dale Dunn requests he be hired steady at Mione, contending he worked as casual for about 9 months.

DECISION: (Main Committee - Transcript Pgs. 299-307/ - 8/13/69)
M/m/s/c/ that Article 43, Section 1 (i) in this case does not apply;that it be remanded back to be heard under Article 3, Section 2 by the Joint State Committee.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4738 — Local 357, Los Angeles, California, and Navajo Freight Lines

Interpretation

Case #3910: William DeArmond claims two hours overtime, $12.47 for May 29, 1969, when he had to wait for his payroll check.

Case #3911: Gary Lee Tystrom claims two hours overtime, $12.64, for May 29, 1969, when he had to wait for his payroll check.

Case #3913: William Velko claims two hours overtime, $12.47, for May 29, 1969, when he had to wait for his payroll check.

DISPOSITION: (Main Committee - Transcript Pgs. 92-98/ - 8/12/69)
M/m/s/and Deadlocked that the claim of the Union be upheld.
M/m/s/and did not receive a majority vote "that this case go to Arbitration."

Case # 8-9-4739 — Local 357, Los Angeles, California, and West Coast Cartage

Warning Letter

Case #3939: Local 357 protests company rules dated May 28, 1969, requiring photograph to be taken for identification picture and cards.

Case #3940: Richard Atencio (and 14 others) protest warning notice issued for refusal to have picture taken for I. D. card - company rules posted May 28, 1969.

DISPOSITION: Postponed.

Case # 8-9-4740 — Local 386, Modesto, California, and Illinois - California Express

Automotive Dispute

Union claims 8 hours per day plus any overtime for Paul Tanner from May 12, 1969. Union claims Company has a shop in Modesto and the Company laid off the man who was fueling and greasing. Now the Company is using mechanics, drivers, etc. to perform the work done formerly by this man.

DECISION: (Main Committee - Transcript Pgs. 60-68/ - 8/11/69)
M/m/s/c/ that based on the facts in this case the claim of the Union be denied.

Case # 8-9-4741 — Local 431, Fresno, California, and Valley Motor Lines

Master Dispute

Company in violation of Article 32, W.M.F. (sub-contracting) and claims pay for proper man on layoff any day 45 days prior.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4742 — Local 468, Oakland, California, and Consolidated Freightways

O-T-R Dispute — Money claim for $196.54 as of March 22, 1969, in the name of Larry D. Millins.

DECISION: (Main Committee - Transcript Pgs. 507-510/ - 8/14/69)
M/m/s/c/ that based on the facts the claim of the Union be upheld.

Case # 8-9-4743 — Local 468, Oakland, California, and Consolidated Freightways

O-T-R Dispute — Union claims money for 8 1/2 hours on March 18, 1969, in the name of Leo A. Whitten.

DECISION: (Main Committee - Transcript Pgs. 511-515/ - 8/14/69)
M/m/s/c/ that the claim be reduced to four and a quarter hours because of the peculiar circumstances surrounding the situation.

Case # 8-9-4744 — Local 468, Oakland, California, and Consolidated Freightways

O-T-R Dispute — Unions claim that as per Article 41, Union has sole right to cut the board, and that Company does not have that right.

DISPOSITION: (Main Committee - Transcript Pgs. 516-517/ - 8/14/69)
M/m/s/and Deadlocked that the claim of the Union be upheld.
M/m/s/ and did not receive a majority vote "that this case go to Arbitration."

Case # 8-9-4745 — Local 468, Oakland, California, and Consolidated Freightways

O-T-R Dispute — Money claim - difference in pay, round trip to Manteca and round trip to Salt Lake City as of June 21, 1969, in the name of Kenneth D. Grimes.

DECISION: (Main Committee - Transcript Pgs. 519-523/ - 8/14/69)
M/m/s/c/ that based on the facts of the case the claim of the Union be denied.

Case # 8-9-4746 — Local 468, Oakland, California, and Delta Lines, Inc.

O-T-R Dispute — Union claims that in the past Western Gillette has delivered loads of ammunition destined to Port Chicago to Delta Lines at Los Angeles, and Delta drivers took the loads from Los Angeles to Port Chicago. In this case, Western Gillette came into the Delta yard at Los Angeles, secured trip lease papers and Delta placards for their equipment, and proceeded to Port Chicago while Delta drivers were held over in Los Angeles.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4747 — Local 468, Oakland, California, and Transcon Lines

O-T-R Dispute — Union claims runaround, Chicago, as of April 9, 1969, in the name of James M. George. Union claims that tractor's heater was not adequate to handle the heating of the cab and sleeper compartment on the cold weather northern run. Union claims that driving a tractor which will not supply adequate heat for driver's comfort an unsafe driving condition.

DISPOSITION: Postponed.

Case # 8-9-4748 — Local 468, Oakland, California, and Walkup's Merchants Express

O-T-R Dispute — Union claims 6 hours pay as of April 15, 1969, in the name of Virgil C. Bradbury. Union claims that the 16 hour per round guarantee is for "driving time only", and any additional time shall be paid in addition to the 16 hour guarantee.

DISPOSITION: (Main Committee - Transcript Pgs. 184-191-/ - 8/12/69)
M/m/s/and Deadlocked that the breakdown time is payable over and above the guarantee M/m/s/and did not receive a majority vote "that this case go to Arbitration."

Case # 8-9-4749 — Local 483, Boise, Idaho, and Garrett Freightlines, Inc.

O-T-R Dispute — The Union claims that Kiester is entitled to the difference in pay between the Burley turn and the Spokane division claiming that a foreign extra board man can only be dispatched directly to his home domicile unless and until all of the Boise drivers have previously been dispatched on higher paid runs.

DECISION: (Main Committee - Transcript Pgs. 427-429/ - 8/14/69)
M/m/s/c/ that based on the facts the claim be denied.

Case # 8-9-4750 — Local 492, Albuquerque, New Mexico, and Navajo Freight Lines, Inc.

O-T-R Dispute — Mr. Glenn Jones for the Union claims that it has previously always been Company practice to pay both drivers for all time on duty, other than driving, at the regular hourly rate. Now the Company is deducting meal time for drivers on escort loads in violation of the Natiinal Master Freight Agreement, Article 6, Section 1.

DECISION: (Main Committee - Transcript Pgs. 498-506/ - 8/14/69)
M/m/s/c/ that, provided the Company has received a letter from the Department of Transportation as stated in the hearing of the case, we find that Article 6 does not apply. And a copy of the letter will be made available to the Local Union.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4751 — Local 495, Los Angeles, California, and Consolidated Freightways

Automotive Dispute — Case #3343: Local 495, on behalf of C. L. Wilbourn, claims 13 1/2 hours pay at one and one-half times the regular rate when, on January 24, 1969, and January 25th, someone outside of bargaining unit worked in his stead.

Case #3344: Local 495, on behalf of Alvin Smith claims 13 1/2 hours pay at one and one -half times the regular rate when, on the following dates, February 21st, 22nd, and 23rd, 1969, someone outside of bargaining unit worked in his stead.

DISPOSITION: Withdrawn.

Case # 8-9-4752 — Local 495, Los Angeles, California, and Delta Lines, Inc.

Automotive Dispute — Local 495, on behalf of Jerry Wilson, protests his layoff and requests that he be paid for all time lost since the shop superintendent and the 1186 mechanics are performing his work.

DECISION: (Main Committee - Transcript Pgs. 105-118/ - 8/12/69)
M/m/s/c/ that the claim for pay be denied but the company is instructed to comply with the jurisdiction of Local 495.

Case # 8-9-4753 — Local 524, Yakima, Washington, and Consolidated Freightways

O-T-R Dispute — Case #2421 (U): Request days pay for Pete Engel when he was not worked on May 19, 1969 and Consolidated Warehouse Division brought in a load of Shasta Pop and Seattle driver unloaded same at Associated Grocers in Yakima.

Case #2422 (U): Request days pay for Pete Engel when he was not worked on March 19, 1969 and Consolidated Bulk Commodities Division hauled in sacked spray and unloaded same with road driver, Vern Burke from Portland. Man's claim not denied until May 23, 1969.

DECISION: (Main Committee - Transcript Pgs. 212-220/ - 8/12/69)
M/m/s/c/ that 2421 be paid and that 2422 not be paid.

Case # 8-9-4754 — Local 524, Yakima, Washington, and Northern Pacific Transport

Master Dispute — Yakima based drivers protest the Company action taken per Bulletin #6-69 issued on March 24, 1969, when the established practice of paying the full portion of Medical Aid under State Compensation was discontinued.

DECISION:((Main Committee - Transcript Pgs. 132-135/ - 8/12/69)
M/m/s/c/ that based on Article 6 the claim of the Union be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4755 — Local 551, Lewiston, Idaho, and Consolidated Freightways - Bulk Commodities

Master Dispute — The Union claims time and one-half wage rate be applied to all Saturday work at the Ahsahka Operation, applying maintenance of standard for Monday through Friday wlrk week in Local 551 jurisdiction.

DECISION: (Main Committee - Transcript Pgs. 379-383/ - 8/13/69)
M/m/s/c/ that based upon the explicit language in the contract the claim of the Union be denied.

Case # 8-9-4756 — Local 690, Spokane, Washington, and Ringsby Pacific, Ltd. (Helphrey)

O-T-R Dispute — Local 690 is asking pay for Phil Costanzo, Spokane driver, in the amount of a Umatilla turn when the Company dispatched a Portland driver (Olsen) from Portland through to Spokane on May 12, 1969, back to Portland on May 13, 1969 at 7:00 P.M. This Company in a Change of Operations agreed to all Umatilla turns for Spokane-Portland drivers.

DECISION: (Main Committee - Transcript Pgs. 73-75/ - 8/11/69)
M/m/s/c/ that based on the facts in this particular case the claim of the Union be denied.

Case # 8-9-4757 — Local 690, Spokane, Washington, and United-Buckingham Freightlines

O-T-R Dispute — Requesting runaround pay for Bailey and Wright in the amount of a Spokane-Great Falls division and a Great Falls-Spokane division when salaried employees pulled freight from Great Falls to Spokane.

DECISION: (Main Committee - Transcript Pgs. 349-353/ - 8/13/69)
M/m/s/c/ that the claim of the Union be denied based on the facts in this case.

Case # 8-9-4758 — Local 692, Long Beach, California, and Progressive Transportation

Heavy Specialized & Oilfield Agreement — Local 692 takes the position that Progressive Transportation is not properly compensating our members, J. B. Herm, Bob East and G. H. Trout for operating overwidth equipment. Progressive Transportation is paying permit pay for loads and it is our position the equipment is overwidth and therefore Article 2, Paragraph E of the Heavy Specialized Oilfield Equipment Agreement applies.

DECISION: (Main Committee - Transcript Pgs. 120-127/ - 8/12/69)
M/m/s/c/ the claim of the Union be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4759 — Local 741, Seattle, Washington, and Consolidated Freightways

Interpretation — Local 741 requests runaround pay for R. B. Allen from C.F. when on June 30, 1969 his Yakima bid was cancelled and Yakima freight was moved by Mr. Girnus on the Spokane schedule.

DECISION: (Main Committee - Transcript Pgs. 524-528/ - 8/14/69)
M/m/s/c/ based on the facts the claim be denied.

Case # 8-9-4760 — Local 741, Seattle, Washington, and Garrett Freight Lines

O-T-R Dispute — Local 741 requests Garrett Freight Lines pay Norm Pierce 45 miles at the applicable mileage rate when Pierce was dispatched off route via Tacoma from Moses Lake, Washington.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4761 — Local 741, Seattle, Washington, and Garrett Freightlines

O-T-R Dispute — Local 741 requests Garrett Freightlines post for bid one LaGrande per day from Seattle, Washington to LaGrande, Oregon.

DECISION: (Main Committee - Transcript Pgs. 430-436/ - 8/14/69)
M/m/s/c/ that the claim of the Union for an additional bid be granted with the provision that it does not include protection against sleeper freight moving transcontinental beyond LaGrande.

Case # 8-9-4762 — Local 741, Seattle, Washington, and O.N.C. Motor Freight System

O-T-R Dispute — Local 741 requests O.N.C. to note final destination on line drivers trip and pay report for each trip dispatched.

DECISION: (Main Committee - Transcript Pgs. 360-372/ - 8/13/69)
M/m/s/c/ that the extra board men be given full instructions on their dispatch sheet with the exception of the last extra board man, and that in his case, they can give him an open-end dispatch.

Case # 8-9-4763 — Local 741, Seattle, Washington, and O. N. C. Motor Freight System

O-T-R Dispute — Local 741 requests O.N.C. pay Hank Thiel for trip and pay reports 453152 dated June 3, 1969, and 441819 dated June 4, 1969, as per dispatch and also Local 741 requests O.N.C. cease and desist changing drivers trip and pay reports.

DISPOSITION: (Main Committee - Transcript Pgs. 373-377/ - 8/13/69)
M/m/s/and Deadlocked that the claim of the Union be upheld and that the man be paid two dispatches and that the company cease and desist from changing drivers' trip and pay reports.
M/m/s/and did not receive a majority vote "that this case go to Arbitration."

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4764 — Local 741, Seattle, Washington, and Sea-Land Freight Service

Master Dispute — Union claims this case as subterfuge between Sea-Land and a commission agent or sub-contractor.

DECISION: (Main Committee - Transcript Pgs. 437-450/ - 8/14/69)
M/m/s/c/ that based on the facts in this case the claim of the Union is denied.

Case # 8-9-4765 — Local 741, Seattle, Washington, and T.I.M.E. - DC.

O-T-R Dispute — Union claims abuse of free time when Company waits 45 minutes before relieving sleeper team from duty, then 2 hours later call them for dispatch.

DECISION: (Main Committee - Transcript Pgs. 400-404/ - 8/14/69)
M/m/s/c/ that based on the facts in this case the claim of the Union be denied.

Case # 8-9-4766 — Local 741, Seattle, Washington, and United-Buckingham Freightlines

O-T-R Dispute — Local 741 protests the use of a driver on a Portland-Umatilla-Seattle division operation without the Company receiving approval of the Change of Operations Committee.

DECISION: (Main Committee - Transcript Pgs. 354-359/ - 8/13/69)
M/m/s/c/ that because of the infrequency of this occurrence, the claim be denied.

Case # 8-9-4767 — Local 961, Denver, Colorado, and Illinois - California Express

O-T-R Dispute — Charles Hood states: "Organization of a new run from Denver on one hand to Phoenix on the other. This freight originates in Denver and should be given to Denver domiciled drivers. There is a violation of the original change in that the Los Angeles sleepers do not run the Navajo Trail.

DISPOSITION: Withdrawn.

Case # 8-9-4768 — Local 961, Denver, Colorado, and Illinois - California Express

O-T-R Dispute — Leonard Adams states: I've been cancelled the following date and sent to Amarillo, January 24, 1969, February 1, 1969, February 5/69, April 4/69, April 18/69. These cancellations are not due to lack of freight, it is because of the Los Angeles drivers. Last night 4 Los Angeles trucks came in and I was cancelled out completely of my bid run.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4769 — Local 961, Denver, Colorado, and Navajo Freight Lines, Inc.

O-T-R Dispute — Tony M. Yurko states: Was dispatched to Albuquerque from Denver. Albuquerque dispatched us to Santa Fe. Santa Fe dispatched us to Denver and said to check Pueblo for freight. Pueblo turned us back to Albuquerque, then back to Denver. Denver just okayed miles from Pueblo to Albuquerque, 329 miles. We think it is 430 miles.

DECISION: (Main Committee - Transcript Pgs. 100-104/ - 8/12/69)
M/m/s/c/ that the claim of the Union be upheld.

Case # 8-9-4770 — Local 961, Denver, Colorado, and The Ringsby System

O-T-R Dispute — Kenneth Weng states: I was called on the 19th for 11:30 P.M. Cheyenne dispatch at 9:30. I was cancelled out. Cheyenne freight was pulled by Eastend drivers, approximately 17,000 lbs. They dropped 10 - 125. This is my bid run to Cheyenne.

DISPOSITION: Postponed.

Case # 8-9-4771 — Local 961, Denver, Colorado, and T.I.M.E. - DC, Inc.

O-T-R Dispute — John C. Haarhues states: We were held 10 hours in Portland and were not put off duty. It was not marked on trip sheet that we were off duty. I feel we have this coming as we were not told we were off duty from 3:47 A.M. to 1:45 P.M., 10 hours.

DECISION: (Main Committee - Transcript Pgs. 384-388/ - 8/13/69)
M/m/s/c/ that based on the facts the claim of the Union be denied.

Case # 8-9-4772 — Local 961, Denver, Colorado, and T.I.M.E. - DC, Inc.

O-T-R Dispute — John R. Harper states: Trips 08814-088392-088636-08839- and 09843 do not check out on subsistance, nor on mileage. Also Federal withholding and F.I.C.A. taxes are put together and the way out subsistance that shows on our checks does not make sense. Are not sure we are getting paid for full mileage, nor if we get mileage for pulling doubles and explosives.

DECISION: (Main Committee - Transcript Pgs. 389-398/ - 8/13/69)
M/m/s/c/ that the claim of the Union be denied, with the exception that in the matter of subsistence they be instructed to continue the practice DC had under the Maintenance of Standards.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4773 — Local 983, Pocatello, Idaho, and Garrett Freightlines

O-T-R Dispute — Pocatello sleeper team Sitton and Elders arrived at their lay point at Yakima at 10:00 and were relieved from duty. At 20:00 they departed from Yakima with empties going to Portland where they picked up a Denver load and returned it to Pocatello. The team arrived at Portland at 24:00 and departed at 00:45.
The Union claims 5 hours abuse of free time at Yakima.

DECISION: (Main Committee - Transcript Pgs. 422-425/ - 8/14/69)
M/m/s/c/ that based on the facts in this case the claim of the Union be denied.

Case # 8-9-4774 — Local 70, Oakland, California, and Consolidated Freightways

Interpretation — Interpretation of Article 49 - Local 70 PUD Supplement.

Do previous decisions involving delinquency notices as provided for in Article 43, Section 3 of Western States Area PUD Agreement apply to Article 49 of the Local 70 Supplemental Agreement?

DISPOSITION: Postponed.

Case # 8-9-4775 — Local 53, Billings, Montana, and N.P. Transport

Discharge — Protest termination of J. R. Kunda and request he be reinstated with full back pay and no loss of seniority.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4776 — Local 81, Portland, Oregon, and Nehalem Valley Motor Freight

Discharge — Local 81 is protesting the discharge of Gilbert Duerfeldt by Nehalem Valley Motor Freight. The Union feels the discharge is too severe for an employee who has worked for the company 21 years with only three accidents.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4777 — Local 81, Portland, Oregon, and Ringsby Pacific, Ltd.

Discharge — Local 81 is protesting the discharge of Gordon West by Ringsby Pacific for an accident that occurred June 14, 1969.

DECISION: (Alternate Main Committee - Transcript Pgs. 17-27/ - 8/12/69)
M/m/s/c/ that the discharge of Gordon West be reduced to a ninety-day suspension and that he be returned to work with no loss of seniority.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4778 — Local 208, Los Angeles, California, and Hills Transportation

Discharge — Local 208 on behalf of Ralph Lorette protests termination dated May 7, 1969, alleging "carrying of unauthorized passenger."

DECISION: (Alternate Main Committee - Transcript Pgs. 68-79/ - 8/13/69) M/m/s/c/ that Ralph Lorette be returned to work with full seniority, fringe benefits and compensated for all time list, less any monies earned elsewhere.

Case # 8-9-4779 — Local 224, Los Angeles, California, and Cal-Canadian Motor Express

Discharge — Local 224 on behalf of Essic McGinnis, Jr., protests his discharge of May 16, 1969.

DECISION: (Alternate Main Committee - Transcript Pgs. 118-129/ - 8/14/69) M/m/s/c/ that the discharge be sustained.

Case # 8-9-4780 — Local 224, Los Angeles, California, and Western Gillette, Inc.

Discharge — Local 224 on behalf of Joseph Parisi protests his discharge as of April 24, 1969, for alleged abuse of company equipment on April 22/69.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4781 — Local 357, Los Angeles, California, and Transcon Lines

Discharge — Jose Zuniga protests his discharge for incident of June 20, 1969.

DISPOSITION: (Alternate Main Committee - Transcript Pgs. 44-67/ - 8/13/69) M/m/s/and Deadlocked that based on the facts presented Jose Zuniga be returned to work with full seniority, fringe benefits and be compensated for all time lost. Note: This case shall be submitted to umpire handling with Mr. H. L. Woxberg as the Arbitrator.

Case # 8-9-4782 — Local 396, Los Angeles, California, and Pony Express

Discharge — Local 396 on behalf of Don C. Kinney is protesting second termination notice received before results of first termination notice had been determined.

DECISION: (Alternate Main Committee - Transcript Pgs. 28-37/ - 8/12/69) M/m/s/c/ that the discharge of Don C. Kinney be reduced to a suspension and that he be returned to work on his next regular shift of the week beginning August 18, 1969 with full seniority, but with no compensation for time lost.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4783 — Local 468, Oakland, California, and Pacific Intermountain Express

Discharge — Employee Havniear was discharged for having rear-ended a vehicle causing some personal injury and failing to report same to company. Union claims that man should not have been discharged without prior warning notices.

DECISION: (Alternate Main Committee - Transcript Pgs. 92-102/ - 8/13/69) M/m/s/c/ that the discharge of Havniear be reduced to a suspension, that he be returned to work in his proper seniority position Sunday, August 17, 1969, that he receive no compensation for time lost, and further that he be issued a warning notice for failure to report the accident as per company rules.

Case # 8-9-4784 — Local 941, El Paso, Texas, and Lee Way Motor Freight, Inc.

Discharge — Union's protest to discharge of Pete Hernandez. Joe Stovall for the Union stated that Pete Hernandez has been employed by the Company for 17 years without any previous record of this nature and that the charge of aiding and abetting in the theft charge had been dismissed by request of the County Attorney.

DECISION: (Main Committee - Transcript Pgs. 44-59/ - 8/11/69) M/m/s/c/ based upon the facts in this case the discharge of Mr. Hernandez be upheld.

Case # 8-9-4785 — Local 961, Denver, Colorado, and The Ringsby System

Discharge — Dean Baker states: Protesting discharge - asking for reinstatement with all back pay and seniority.

DISPOSITION: Postponed.

Case # 8-9-4786 — Local 17, Denver, Colorado, and Garrett Freight Lines, Inc.

Warning Letter & Discharge — Amado Gutierrez protests warning letter as unfiar and unjust, dated May 13, 1969. Also protests discharge as of May 21, 1969 as unfair.

DECISION: (Alternate Main Committee - Transcript Pgs. 80-90/ - 8/13/69) M/m/s/c/ that the warning letter be sustained, that the discharge be reduced to a final warning notice and suspension and that the man be returned to work on Monday, August 18, 1969, with full seniority but no compensation for time lost.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4787 — Local 81, Portland, Oregon, and Ringsby Pacific, Ltd.

Warning Letter — Local 81 is protesting the warning letter issued to Gordon West for an accident that occurred on June 6, 1969.

DECISION: (Alternate Main Committee - Transcript Pgs. 11-16/ - 8/12/69) M/m/s/c/ that the warning letter be upheld.

Case # 8-9-4788 — Local 81, Portland, Oregon, and Valley Copperstate System

Warning Letter — Local 81 is protesting the warning letter issued to Willard Topping by Valley Copperstate System on June 18, 1969, for excessive speed and misconduct.

DECISION: (Alternate Main Committee - Transcript Pgs. 139-144/ - 8/14/69) M/m/s/c/ that the warning letter for excessive speed be sustained and the balance be withdrawn.

Case # 8-9-4789 — Local 180, Los Angeles, California, and Navajo Freight Lines, Inc.

Warning Letters — Local 180 is protesting warning letters issued to drivers listed below and is asking that these letters be withdrawn and removed from their personal files. We are protesting these letters and any others issued for the same reason, on the basis that the drivers are not required under the contract to fill out any card showing hours of service other than the drivers I.C.C. hours. We contend the letters are being issued without merit and the facts will bear out our contention.

James Dye	Issued May 21 - Received May 28, 1969
Robert Young	Issued May 21 - Received May 28, 1969
Victor White	Issued May 29 - Received June 2, 1969
Charles Hale	Issued May 29 - Received June 2, 1969
Harold Wood	Issued June 2 - Received June 3, 1969
James Higgins	Issued June 2 - Received June 3, 1969

DECISION: (Alternate Main Committee - Transcript Pgs. 130-137/ - 8/14/69) M/m/s/c/ that the warning notices issued to the six men listed in the grievance be withdrawn.

Case # 8-9-4790 — Local 190, Billings, Montana, and Garrett Freightlines

Warning Letter — Local 190 requests the warning letter issued July 1, 1969 be taken from Fred Hofferber's file.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4791 — Local 208, Los Angeles, California, and Western Gillette, Inc.

Warning Letters — Local 208 on behalf of Michael McDermott, Robert Cowell, and Robert Pleticha protests warning notices issued for their refusal to cross a picket line on April 30, 1969.

DECISION: (Alternate Main Committee - Transcript Pgs. 38-43/ - 8/13/69) M/m/s/c/ that the warning letters be upheld.

Case # 8-9-4792 — Local 222, Salt Lake City, Utah, and I. M. L. Freight, Inc.

Warning Letters — Protest of warning notices, Salt Lake sleeper team Cooksey and Pullar were issued warning notices dated February 24, 1969 for tieing up and delaying their equipment in Beloit, Kansas, February 13 - 16, 1969, allegedly due to weather conditions.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4793 — Local 224, Los Angeles, California, and Western Gillette, Inc.

Warning Letter — Local 224 on behalf of Joseph Parisi protests the warning notice issued to him on April 21, 1969, for alleged abuse of equipment on April 13, 1969.

DISPOSITION: Settled and Withdrawn

Case # 8-9-4794 — Local 357, Los Angeles, California, and Dependable Trucking

Warning Letters & Discharge — Case #3843: Frank Lamar protests two warning notices issued for failure to report for work on April 29 and 30, 1969.

Case #3844: Frank Lamar protests warning notice issued May 2/69.

Case #3845: Frank Lamar protests warning notice of May 2/69 and termination of May 5, 1969 and requests that he be reinstated with full seniority and pay for all time lost.

DISPOSITION: Postponed.

Case # 8-9-4795 — Local 396, Los Angeles, California, and G & H Transportation

Warning Letters — Local 396 on behalf of Joe M. Rosas, Joe Labrie, Calfonso Rosas and Charles Robinson, is protesting warning letters on each of these men for violation of Company Rule #16.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4796 — Local 569, Astoria, Oregon, and Nehalem Valley Motor Freight

Warning Letter — Local 569 is protesting a warning letter issued to Robert Moxley on April 3, 1969 by Nehalem Valley Motor Freight.

DISPOSITION: Postponed.

Case # 8-9-4797 — Local 692, Long Beach, California, and McKeown Transportation Company, Inc.

Warning Letter — Local 692 protests the warning notice issued on May 5, 1969 to our member, Paul C. Gosnell, Jr. and requests that it be removed from his record.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4798 — Local 70, Oakland, California, and California Motor Express

Joint Council #7 Dispute — Stanley Bertheaud was hired and used as a casual. He was worked 11 days in a period, was then not called back for additional work. Employee is related to another man employed by the Company and the Company has rules against relatives working for the Company in the same terminal.

The Union is requesting that Stanley Bertheaud be allowed to establish seniority with C.M.E.

DISPOSITION: Withdrawn.

Case # 8-9-4799 — Local 70, Oakland, California, and Delta Lines

Joint Council #7 Dispute — Union claiming time and one-half for night hostler on the night of April 17, 1969, when he (the hostler) left the yard, went to Universal Terminal, picked up and made a delivery.

DISPOSITION: Withdrawn.

Case # 8-9-4800 — Local 70, Oakland, California, and DiSalvo Truck Lines

Joint Council #7 Dispute — The Company bobtailed a Local 85 driver from San Francisco to the piggyback terminal in Oakland where he picked up a loaded van and delivered it. Union requesting a day's pay for a Local 70 employee laid off.

DECISION: (Joint Council #7 Committee - Transcript Pgs.32-33/ - 8/12/69) M/m/s/c/ based on the facts in this particular case, the claim of the Union is denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4801 — Local 70, Oakland, California, and Navajo Freight Lines

Joint Council #7 Dispute — Union requesting the permanent hostler's rate of pay be paid to Mr. Edley and also request all back monies due.

DECISION: (Joint Council #7 Committee - Transcript Pgs.34-38/ - 8/12/69) M/m/s/c/ the committee retains jurisdiction on this case and places it in the hopper with similar cases to be settled by the Special Committee.

Case # 8-9-4802 — Local 70, Oakland, California, and O.N.C. Motor Freight System

Joint Council #7 Dispute — Abolishment or cancellation of an established bid run. Union requesting a day's pay be paid to a casual employee from the hiring hall as this is a subterfuge to beat the agreement.

DISPOSITION: Settled and Withdrawn .

Case # 8-9-4803 — Local 70, Oakland, California, and Pacific Intermountain Express

Joint Council #7 Dispute — Local 70 claims that company is bringing men from Local 85 into Local 70 jurisdiction and pulling back across the Bay. Union claims this is Local 70 work.

DISPOSITION: Postponed.

Case # 8-9-4804 — Local 70, Oakland, California, and Pacific Motor Trucking

Joint Council #7 Dispute — Union claims that the company has arbitrarily changed their starting times from 7:00 A.M. starts to 8:00 A.M. starts. Union requesting the Company pay all monies due and that the Company maintain the 7:00 A.M. starting time.

DISPOSITION: (Joint Council #7 Committee - Transcript Pgs. 21-31/ - 8/12/69) It is understood in this case that there is a set of rules based on a decision in a previous case, and this case will be governed by those rules set out in the previous case.

Case # 8-9-4805 — Local 70, Oakland, California, and T.I.M.E. - DC.

Joint Council #7 Dispute — Claim: Day's pay each for C. Corson and M. Rice who were both denied work opportunity on the swing shift.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4806 — Local 70, Oakland, California, and Wells Cargo

Joint Council #7 Dispute — Company called the hiring hall for a tractor driver. The hiring hall sent a man out. The Company let the man clock in and used him for a few minutes on the dock. Company discovered the man was not qualified to drive tractor and sent him home. Union claiming a day's pay for Bob Lloyd at the applicable rate.

DISPOSITION: Settled and Withdrawn.

Case # 8-9-4807 — Local 287, San Jose, California, and California Motor Express

Joint Council #7 Dispute — Jurisdiction to determine which companies employees performing loading and unloading work. Union requesting this practice be stopped.

C.M.E. dropping vans at Interstate Motor Lines Terminal to be loaded and driver not in attendance. The Union feels that the driver should be there to load his own equipment.

DISPOSITION: Withdrawn.

Case # 8-9-4808 — Local 287, San Jose, California, and Delta Lines

Joint Council #7 Dispute — Junior man had an assigned run. He was laid off due to lack of work and a senior man was assigned this run. When junior man was called back, the Company again assigned him to the run he had been originally assigned - senior man went to another run. This particular run involves some early starts. Union requests 1-1/2 hours at overtime rate for the three days involved.

DISPOSITION: Postponed.

Case # 8-9-4809 — Local 287, San Jose, California, and Interstate Motor Lines

Joint Council #7 Dispute — Shippers/Consignees Fork Lift entered a van with palletized freight which was then unstacked by hand from the pallets and restacked by hand in the trailer. Union requests Company be instructed to cease and desist this practice.

DISPOSITION: Postponed.

Case # 8-9-4810 — Local 287, San Jose, California, and Ringsby Truck Lines, Inc.

Joint Council #7 Dispute — Grievant had signed the excessive overtime list. On date in question he was sent home and a man who did not sign the overtime list was permitted to work. Three and one-half hours at time and a half to the named employee - Herb Scribner.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4811 — Local 287, San Jose, California, and Consolidated Freightways

Joint Council #7 Dispute — On Saturday, April 12, 1969, the Company called four men from the hall to perform short line work. One day's pay at time and one-half for the above mentioned employees.

DISPOSITION: Postponed.

Case # 8-9-4812 — Local 287, San Jose, California, and Tri-Valley Growers

Joint Council #7 Dispute — Claim by Union that Tri-Valley should dovetail seniority of Tri-Valley and Dole Corporation as of February 1, 1969 which they did not do. Claim one day's pay for each day lost by the above named employees.

DISPOSITION: Postponed.

Case # 8-9-4813 — Local 315, Martinez, California, and Santa Fe Trail Transportation Co.

Joint Council #7 Dispute — Employee said he would take a couple of days off as his ribs were sore where he had suffered an off the job injury. Company then told man he would have to get a clearance from his doctor to return to work. Man secured a qualified release "no lifting". Man was instructed to get an unqualified release before he returned to work. He was not allowed to work until he had secured the unqualified release. Union requests pay for all days missed and medical bills.

DECISION: (Joint Council #7 Committee - Transcript Pgs. 2-14/ - 8/12/69) M/m/s/c/ based on the full release dated 6/19/69, the claim of Teixeira is denied. However, the day he was held up by the Santa Fe switch engine, which resulted in him being two minutes late, shall be paid. In addition, the cost involved of securing the medical releases shall also be paid by the Company.

Case # 8-9-4814 — Local 315, Martinez, California, and Santa Fe Trail Transportation Company

Joint Council #7 Dispute — Can employees be called in for early starts providing the Company has not posted the early start on the board the night before, prior to the employee clocking out?

DECISION: (Joint Council #7 Committee - Transcript Pgs. 15-19/ - 8/12/69) M/m/s/c/ based on the facts presented, the claim is denied. The dispatch procedure now in effect is approved by this committee.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4821 — Local 150, Sacramento, California, and O.N.C. Motor Freight System

O-T-R Dispute — Union claims violation of Article 3, Section 2 of the National Master Freight Agreement and requests committee establish seniority dates for Daniels, Kelly, Hogan, Fisher and Newton, and further requests Company pay all contributions under Article 62 and 63, plus holidays under Article 61.

DISPOSITION: Withdrawn.

Case # 8-9-4822 — Local 439, Stockton, California, and Senf & Company

Agricultural Horticultural Dispute — Union claims as a condition of continued employment, the Company is selling its equipment to the drivers in violation of the Agreement.

Company claims employees working for the Company had no work, bought equipment and are hauling as sub-hauling for another carrier.

DISPOSITION: Postponed.

Case # 8-9-4823 — Local 692, Long Beach, California, and California Cartage Company, Inc.

Discharge — Local 692 takes the position that Wallace Cox did not voluntarily terminate his employment with California Cartage. Mr. Cox went on vacation and while on vacation his wife became very ill in Nashville, Tennessee, and he was and still is unable to return on time. We request Mr. Cox be placed on Leave of Absence until such time he is able to return and resume his employment with the Company. Mr. Cox will pay his own health and welfare and pension and there will be no monies due.

DECISION: (Alternate Main Committee - Transcript Pgs. 2-9/ - 8/12/69) M/m/s/c/ that Wallace Cox voluntarily resigned his position with California Cartage under Article 40, Section 2 of the Agreement.

Case # 8-9-4825 — Local 57, Eugene, Oregon, and Everts Transportation

Tank-Truck Dispute — Local 57 is in dispute with Everts Transportation over a runaround claim for a Eugene driver. The Company dispatched a Medford casual driver to Eugene with the equipment. The Union claims that a regular Eugene driver should have been sent to Medford to pick up this equipment.

DECISION: (Main Committee - Transcript Pgs. 469-476/ - 8/14/69) M/m/s/c/ that the claim be paid.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4826 — Local 208, Los Angeles, California, and City Transfer, Inc.

O-T-R Dispute — Aurelio S. Solis was disabled due to an industrial injury from August, 1968 to June 23, 1969, was released to return to work but was denied work and claims pay for all time lost from June 23, 1969.

DECISION: (Maim Committee - Transcript Pgs. 407-421/ - 8/14/69) M/m/s/c/ that based on the release of June 13th by Dr. Boatman, assigned to the case by the Insurance Company of North America, the claim of the Union be upheld.

Case # 8-9-4828 — Local 208, Los Angeles, California, and West Coast Cartage

Warning Letters — The Local Union wishes to protest the warning notices issued June 11, 1969 to W. Hendricks, C. Jeske, J. Griffith, D. Allan, T. Madden, D. Canchola, H. Bartee, J. Rogers, D. Filancia, B. Toney and W. James.

DISPOSITION: Postponed.

Case # 8-9-4830 — Local 324, Salem, Oregon, and Sites Silverwheel Freightlines

Office Dispute — The Local Union is protesting the failure of Sites Silverwheel to put office employee Hugh Ivie under the Western States Area Office Employees Supplement.

DECISION: (Main Committee - Transcript Pgs. 273-284/ - 8/13/69) M/m/s/c/ that he is not properly a member of the bargaining unit and that not being in the bargaining unit, he is not to perform bargaining unit work.

PROPOSED

JOINT WESTERN AREA COMMITTEE AGENDA

SUBMITTED BY THE

WESTERN MASTER FREIGHT DIVISION

MEETINGS OF AUGUST 11-12-13-14-15, 1969

HOTEL CALIFORNIAN

'OPPOSITE AIRLINE BUS TERMINAL'

SAN FRANCISCO, CALIFORNIA

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JOINT SESSION OF THE FULL COMMITTEE - HOTEL CALIFORNIAN

10:00 A.M. - MONDAY - AUGUST 11, 1969.

1. Discussion of cases filed with the Joint Western Area Committee after deadline date.

2. Approval of the Joint Agenda for the August sessions of the JWAC.

3. Naming of members of the Main Committee and Sub-Committees.

4. Communications.

5. Other procedural or policy matters to come before the JWAC.

6. ADJOURNMENT.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * * * * *

Case # MC-CO-18-8/69

Navajo Freight Lines, Inc.

Multi-Conference

Locals involved: 41, Kansas City, Missouri
180, Los Angeles, California
961, Denver, Colorado

Change of Operations

PRESENT OPERATION:

Presently we have 52 drivers at our Denver, Colorado terminal. Fifty (50) are on a one board sleeper wheel and 2 are on single man runs to Pueblo and/or Colorado Springs. We are presently breaking Pueblo - Colorado Springs freight from the East at Kansas City and Denver. We have no freight originating at Denver for Pueblo - Colorado Springs. The Pueblo - Colorado Springs freight breaking in Denver is moved to Pueblo - Colorado Springs via the two single man runs in Denver. Pueblo - Colorado Springs freight breaking in Kansas City is being moved direct to Pueblo - Colorado Springs by Kansas City sleeper power.

Pueblo - Colorado Springs freight from the West is presently breaking in Albuquerque and is moved to Pueblo - Colorado Springs by Denver power on return trips from Albuquerque.

Los Angeles to Denver freight is presently being moved either by Los Angeles power to Albuquerque and then Denver power to Denver or by Denver power from Los Angeles to Denver.

PROPOSED OPERATION: We wish to make the following changes in the above:

All Pueblo - Colorado Springs freight from the East would break at Chicago or Kansas City. This freight would be combined with freight from Chicago or Kansas City and loaded direct to Pueblo - Colorado Springs. Kansas City power will handle Pueblo - Colorado Springs from Chicago as well as from Kansas City.

Pueblo - Colorado Springs freight from the West will be handled as in the past except for full loads (40' trailers and two pups) from the Los Angeles Area will be moved direct to Pueblo - Colorado Springs by Los Angeles power.

We also wish to run Los Angeles power into Denver on an over-flow basis. Los Angeles power in Denver would have preference over Denver power on loads back to Los Angeles or in the general direction of Los Angeles such as Phoenix, Albuquerque or Las Vegas.

Los Angeles power in Pueblo - Colorado Springs would have preference on any Westbound load without regard to Denver power. Pueblo - Colorado Springs and Denver be considered one terminal insofar as returning Los Angeles power to Los Angeles. To clarify - - - Los Angeles power laying at one of these terminals and no load was available in the direction of Los Angeles, they could be run via either of the other two terminals for a Westbound load without regard to Denver power.

Approval of this Change of Operations would eliminate the need for the two single man runs out of Denver. We suggest that these two men be given the choice to either move to Kansas City with full seniority or bump into the sleeper board at Denver, in which event, two men from the sleeper board could move to Kansas City with full seniority. If no one wishes to move to Kansas City, the last two men would be placed on layoff status at Denver with no protection on any run out of Denver.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
MC-CO-18-8/69

Navajo Freight Lines, Inc.

Multi-
Conference

Change of
Operations

This Change if approved would allow us to improve our service into Pueblo - Colorado Springs from the East and into Denver from Los Angeles. It would also eliminate the re-handling of Pueblo - Colorado Springs freight from Kansas City, Chicago and Los Angeles.

The Albuquerque based power shall run from Albuquerque to the following points:

Albuquerque to the Bay Area Terminals and freight from the Bay Area and/or Phoenix and Las Vegas destined through the Amarillo Gateway.

Albuquerque to Chicago and Lake Area points, Milwaukee, South Bend, Fort Wayne, LaSalle, Rock Island.

Albuquerque to Phoenix and/or Las Vegas and return.
Albuquerque to Amarillo and from Amarillo to Albuquerque and or Bay Area with freight destined to those points.

The Denver-based power shall run from Denver to the following points:

Denver to Chicago and/or Omaha.
Denver to Albuquerque
Denver to Amarillo
Denver to Gallup
Denver to Phoenix
Denver to Las Vegas

Denver to the Bay Area Terminals with Denver area freight and return with same.

Denver to Fort Wayne, South Bend, LaSalle and Rock Island with Denver Area freight and return with same.

The Kansas City-based power shall run from Kansas City to the following points:

Kansas City to Chicago and direct to Amarillo.
Kansas City to St. Louis to destination except for L.A.
Kansas City to Albuquerque.
Kansas City to Cleveland
Kansas City to Fort Wayne, Kansas City to South Bend
Kansas City to LaSalle and Rock Island then to the Eastern Seaboard destination.
Kansas City to Denver, Kansas City to the Bay Area Terminals.
Kansas City to the Eastern Seaboard Terminals

Kansas City shall have the right to pull all the freight from the Bay Area and/or Phoenix and Las Vegas moving to the Eastern Seaboard through the Kansas City Gateway except Buffalo, Syracuse and Albany and shall have the same right on the return loads from the above points including the overflow from Buffalo, Syracuse and Albany. Kansas City may pull the overflow from Albuquerque and Amarillo to Denver when there is no Denver power available.

Kansas City work rules shall remain in effect as they are.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * * * * *

Case #
MC-CO-18-8/69

Navajo Freight Lines, Inc.

Multi-
Conference

Change of
Operations

The work load for each domicile shall be as follows and shall not be changed until the Company has requested, and is granted, an additional Change of Operations.

The Los Angeles-based power shall run from Los Angeles to the following points:

Los Angeles to Kansas City and/or St. Louis
Los Angeles to Chicago and/or Fort Wayne, South Bend
Los Angeles to LaSalle and/or Rock Island

The Los Angeles-based power returning from one of the above points shall have the right to drop and pick up at Phoenix and/or Las Vegas,load at these two points and return to Los Angeles.

Los Angeles to Amarillo and Albuquerque and return.

The Dispatch Rules at Los Angeles shall apply on the above operations.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * * * * *

Case # MC-CO-22-8/69

Pacific Intermountain Express

Multi-Conference

Change of Operations

81, Portland, Oregon
180, Los Angeles, Calif.
222, Salt Lake City, Utah
224, Los Angeles, Calif.
307, Casper, Wyoming
468, Oakland, Calif.
492, Albuquerque, N. Mexico
670, Salem, Oregon
690, Spokane, Wash.
741, Seattle, Wash.
883, Hood River, Oregon
911, Klamath Falls, Oregon
961, Denver, Colorado

24, Akron, Ohio
41, Kansas City, Mo
200, Milwaukee, Wisco.
544, Minneapolis, Minn.
554, Omaha, Nebraska
600, St. Louis, Missouri
696, Topeka, Kansas
710, Chicago, Illinois

PROPOSED CHANGE OF OPERATIONS

CONVERSION FROM SLEEPERS TO RELAY

(Central and Western I. B. T. Conference Areas only)

CLEVELAND - AKRON

PRESENT OPERATION:

36 sleeper seats - West sleeper operation
20 Chicago single-man bid positions

PROPOSED OPERATION:

Eliminate 36 sleeper seats - West sleepers.

The freight presently moving on these sleepers will be handled with single man trucks, which will increase the present Cleveland-Akron to Chicago operation, plus a new operation Cleveland - Akron to Terre Haute, Indiana, rest and return, with Akron - Cleveland-based drivers.

No redomiciling of Akron-Cleveland-based drivers will result from this change.

CHICAGO

PRESENT OPERATION:

112 West sleeper seats (56 teams)
14 East Sleeper seats (7 teams)
3 Omaha bids (2 and 1 on alternating days)
2 Fort Dodge bids (2 drivers)
2 Cedar Rapids bids (2 drivers)
17 Extra Board

TOTAL - 150 Drivers

PROPOSED OPERATION:

Eliminate 112 West sleeper seats.

Retain 14 East sleeper seats.

Retain present Fort Dodge and Cedar Rapids operation.

Establish Chicago to Omaha single man operation, seven days a week, requiring approximately 65 drivers.

Total proposed driver board at Chicago - 102.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * * * * * * *

Case # MC-CO-22-8/69

Pacific Intermountain Express (Multi-Conference Change)

TWIN CITIES

PRESENT OPERATION:

44 sleeper seats
1 Spirit Lake turnaround (1 driver)
5 Extra Board

50 Total Drivers

PROPOSED OPERATION:

Eliminate 44 sleeper seats.
Eliminate 1 Spirit Lake turnaround.

Establish single man operation to Chicago with Twin Cities based drivers, seven days a week, requiring approximately 5 drivers.

Establish single man operation to Omaha with Twin Cities based drivers, seven days a week, requiring approximately 15 drivers.

Total proposed driver board at Twin Cities - 25.

ST. LOUIS

PRESENT OPERATION:

70 sleeper seats - West sleeper operation
1 Kansas City turnaround (1 driver)
3 Muncie (3 drivers)
1 Cincinnati (1 driver)
1 Louisville (1 driver)
11 Extra Board

87 Total Drivers

PROPOSED OPERATION:

Eliminate 70 sleeper seats.

Retain present Muncie, Cincinnati and Louisville runs.

Establish St. Louis-Omaha single man operation with St. Louis based drivers running to Omaha, rest and return, seven days a week, requiring approximately 16 drivers.

Establish St. Louis to Kansas City single man operation with St. Louis based drivers running to Kansas City and return on a turnaround or rest and return basis, seven days a week, requiring approximately 5 drivers.

Total proposed driver board at St. Louis - 35.

KANSAS CITY

PRESENT OPERATION:

54 sleeper seats
1 St. Louis (1 driver)
1 Villisca turnaround (1 driver)
1 Sebetha turnaround (1 driver)
1 Wichita turnaround (1 driver)
10 Extra Board

68 Total Drivers

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-22-8/69 — Pacific Intermountain Express (Multi-Conference Change)

KANSAS CITY (Continued)

PROPOSED OPERATION:

Eliminate 54 sleeper seats.
Eliminate St. Louis turnaround run.
Eliminate Wichita turnaround run.
Eliminate Sebetha turnaround run.

Retain Villisca turnaround run.

Establish Kansas City to Liberal, Kansas, single man operation with Kansas City based drivers running to Liberal, rest and return, seven days a week, requiring approximately 20 drivers.

Establish Kansas City to Goodland single man operation with Kansas City based drivers, rest and return, seven days a week, requiring approximately 5 drivers.

Establish Kansas City to Omaha single man operation with Kansas City based drivers pulling to Omaha on a turnaround basis, seven days a week, requiring approximately 6 drivers.

Establish Kansas City to Terre Haute, Indiana, single man operation with Kansas City based drivers running to Terre Haute, rest and return, seven days a week, requiring approximately 16 drivers.

Freight presently being handled on the Topeka and Wichita operations will be handled on the proposed Liberal and Goodland runs with extra loads being handled by Kansas City extra board drivers.

Total proposed driver board at Kansas City - 57.

TOPEKA

PRESENT OPERATION: One Kansas City turnaround (1 driver)

PROPOSED OPERATION: Eliminate the Kansas City run.

OMAHA

PRESENT OPERATION:

38 sleeper seats
1 Sebetha turnaround (1 driver)
1 Spirit Lake turnaround (1 driver)
3 Chicago (3 drivers)
2 Cedar Rapids (2 drivers)
15 Extra Board
60 Total Drivers

PROPOSED OPERATION:

Eliminate 38 sleeper seats.
Eliminate Sebetha turnaround run.
Eliminate Spirit Lake turnaround run.
Eliminate Chicago runs.

Retain Cedar Rapids runs.

Establish Omaha-Cheyenne single man operation with Omaha based drivers running to Cheyenne, rest and return, seven days a week, requiring approximately 85 drivers.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-22-8/69 — Pacific Intermountain Express (Multi-Conference Change)

OMAHA (Continued

Freight moving between Omaha and Denver will be handled by Denver based drivers pulling to Lincoln, Nebraska. Loads between Lincoln and Omaha on this operation will be handled by Omaha based local drivers. The intention is to extend the Denver to Lincoln runs through to Omaha as required when road conditions permit.

Total proposed driver board at Omaha - 101.

DENVER

PRESENT OPERATION:

10 sleeper seats - East sleeper operation
1 Colorado Springs-Pueblo turnaround (1 driver)
5 East Extra Board
16 East - Total Drivers

16 sleeper seats - West sleeper operation
8 West Extra Board
24 West - Total Drivers

40 Total Drivers

PROPOSED OPERATION:

Eliminate 10 East sleeper seats.
Eliminate 16 West sleeper seats.

Retain Colorado Springs-Pueblo turnaround run.

Establish Denver-Lincoln, Nebraska, single man operation with Denver based drivers running to Lincoln, rest and return, seven days a week, requiring approximately 12 drivers.

Establish Denver to Goodland single man operation with Denver based drivers on a turnaround basis, seven days a week, requiring approximately 3 drivers.

Establish Denver-Wichita single man operation with Denver based drivers running to Wichita, rest and return, seven days a week, requiring approximately 3 drivers.

Establish Denver-Rock Springs, Wyoming, single man operation with Denver based drivers running to Rock Springs, rest and return, seven days a week, requiring approximately 18 drivers.

Total proposed driver board at Denver - 43.

SALT LAKE CITY

PRESENT OPERATION:

10 sleeper seats
4 Winnemucca bids (2 daily, alternate days) rest and return.
4 Mesquite bids (2 daily, alternate days)rest & return.
4 Boise-Twin Falls (2 daily, alternate days) rest and return.
4 Idaho Falls-Blackfoot (2 daily, alternate days) rest and return.
1 Blackfoot turnaround daily
22 Extra Board
49 Total Drivers

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-22-8/69 Pacific Intermountain Express (Multi-Conference Change)

SALT LAKE CITY (Continued)

PROPOSED OPERATION:

Eliminate 10 sleeper seats.
Eliminate 4 Boise-Twin Falls runs.

Retain present Idaho Falls-Blackfoot and Blackfoot operation.

Establish Salt Lake City to Ontario, Oregon, and/or Boise, Idaho, single man operation, seven days a week, requiring approximately 39 drivers.

Establish Sale Lake City to Cheyenne single man operation, seven days a week, requiring approximately 85 drivers.

Expand the Salt Lake City to Winnemucca, Nevada, single man operation, seven days a week, requiring approximately 48 drivers.

Expand the Salt Lake City to Mesquite single man operation, seven days a week, requiring approximately 31 drivers.

Total proposed driver board at Salt Lake City - 226.

ONTARIO, OREGON

PRESENT OPERATION: None

PROPOSED OPERATION:

Establish Ontario to Portland, Seattle, Spokane, Wenatchee, Pasco, Yakima, Eugene, Salem, single man operation, seven days a week, requiring approximately 34 drivers.

Ontario based drivers to operate to Oregon and Washington terminals on a rotating basis as loads available.

Total proposed driver board at Ontario - 33.

ROCK SPRINGS, WYOMING

PRESENT OPERATION: None

PROPOSED OPERATION:

Establish Rock Springs-Salt Lake City single man operation on a turnaround basis, seven days a week, with a complement of 5 Rock Springs based drivers running to Salt Lake City. Schedules in excess of those which can be handled by Rock Springs based drivers will be pulled by Salt Lake City based drivers pulling to Rock Springs and return on a turnaround basis.

Total proposed driver board at Rock Springs - 5.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-22-8/69 — Pacific Intermountain Express (Multi-Conference Change)

LOS ANGELES

PRESENT OPERATION:

100 sleeper seats - East sleeper board
44 sleeper seats - West sleeper board
4 Mesquite bids - 2 daily on alternate days(4 drivers)
72 Extra Board
220 Total Drivers

PROPOSED OPERATION:

Eliminate 144 sleeper seats.

Expand the Los Angeles-Mesquite single man operation, seven days a week, requiring approximately 31 drivers.

Establish Los Angeles-Ash Fork, Arizona, single man operation, seven days a week, requiring approximately 20 drivers.

Establish Los Angeles-Oakland single man operation, seven days a week, to be operated half each by Los Angeles and Oakland based drivers, requiring approximately 15 drivers based at Los Angeles.

Total proposed driver board at Los Angeles - 90.

ALBUQUERQUE

PRESENT OPERATION: None

PROPOSED OPERATION:

Establish Albuquerque-Ask Fork single man operation, seven days a week, requiring approximately 20 drivers.

Establish Albuquerque-Liberal, Kansas, single man operation, seven days a week, requiring approximately 20 drivers .

Drivers to operate to Ask Fork and Liberal as loads available on a rotating basis.

Total proposed driver board at Albuquerque - 40.

OAKLAND

PRESENT OPERATION:

148 sleeper seats
5 Bay Area short line (Stockton, Sacramento, Vallejo, San Jose, etc.)
1 Travis peddle - short line
10 Winnemucca-Reno - rotating
6 Yreka - 3 daily, alternating days
47 Extra Board
217 Total Drivers

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Pacific Intermountain Express (Multi-Conference Change)
MC-CO-22-8/69

OAKLAND (Continued

PROPOSED OPERATION:

Eliminate 148 sleeper seats.
Retain Bay Area and Travis short line operations.

Expand the Oakland-Winnemucca single man operation to run via Sacramento, Stockton, San Jose or Reno, seven days a week, requiring approximately 48 drivers.

Expand the Oakland-Yreka single man operation, seven days a week, requiring approximately 40 drivers.

Establish Oakland-Klamath Falls single man operation (schedules to Spokane) seven days a week, requiring approximately 9 drivers.

Establish Oakland-Los Angeles single man operation, seven days a week, to be operated half each by Oakland and Los Angeles based drivers, requiring approximately 15 drivers based at Oakland.

Total proposed driver board at Oakland - 139.

KLAMATH FALLS

PRESENT OPERATION: None

PROPOSED OPERATION:

Establish Klamath Falls-Redmond single man operation on a turnaround basis, meeting drivers from Arlington, seven days a week, requiring approximately 4 drivers.

Total proposed driver board at Klamath Falls - 4.

ARLINGTON, OREGON

PRESENT OPERATION: None

PROPOSED OPERATION:

Establish Arlington-Redmond single man operation on a turnaround basis, meeting drivers from Klamath Falls, seven days a week, requiring approximately 4 drivers.

Total proposed driver board at Arlington - 4.

PORTLAND

PRESENT OPERATION:

54	sleeper seats
2	Wenatchee bids - 1 daily, alternate days
1	Spokane - every other day, alternating with Spokane based man
1	Eugene - turnaround
6	Yreka - 3 daily, alternating days
34	Extra Board
98	Total Drivers

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-22-8/69 Pacific Intermountain Express (Multi-Conference Change)

PORTLAND (Continued

PROPOSED OPERATION:

Eliminate 54 sleeper seats.

Retain Wenatchee, Spokane and Eugene runs.

Expand the Portland-Yreka single man operation, seven days a week, requiring approximately 40 drivers.

Establish Portland-Seattle single man operation with Portland based drivers running to Seattle on a turnaround or rest and return basis, seven days a week, requiring approximately 16 drivers.

Total proposed driver board at Portland - 75.

SEATTLE

PRESENT OPERATION:

32 sleeper seats
1 Spokane (Ike turnaround) daily
14 Extra Board
47 Total Drivers

PROPOSED OPERATION:

Eliminate 32 sleeper seats.

Retain Spokane run.

Total proposed driver board at Seattle - 9.

SPOKANE

PRESENT OPERATION:

1 Portland - every other day, alternating with Portland based driver
1 Seattle (Ike turnaround) daily
1 Missoula (Lookout turnaround) daily
8 Extra Board
11 Total Drivers

PROPOSED OPERATION:

Retain Portland, Seattle and Missoula runs.

Establish Spokane-Arlington single man operation, seven days a week, requiring approximately 9 drivers.

Total proposed driver board at Spokane - 14.

GENERAL

(1) It is proposed that all of the foregoing runs outlined herein be operated off of a strict rotating board, if and when freight is available.

(2) The attached "Driver Recapitulation" lists the P-I-E stations involved, the present number of drivers, the proposed number of drivers, the number of drivers to be added and the number of drivers to be displaced.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
MC-CO-22-8/69

Pacific Intermountain Express (Multi-Conference Change)

DRIVER RECAPITULATION
PROPOSED CHANGE OF OPERATIONS
CONVERSION FROM SLEEPERS TO RELAY

P-I-E Station	Present Number of Drivers	Proposed Number of Drivers	Number of Drivers to Be Added	Number of Drivers to Be Displaced
Cleveland-Akron	318	318	0	0
Chicago	150	102	0	48
Milwaukee	1	1	0	0
Twin Cities	50	25	0	25
St. Louis	87	35	0	52
Kansas City	68	57	0	11
Topeka	1	0	0	1
Omaha	60	101	41	0
Denver	40	43	3	0
Salt Lake City	49	226	177	0
Rock Springs	0	5	5	0
Los Angeles	220	90	0	130
Albuquerque	0	40	40	0
Oakland	217	139	0	78
Klamath Falls	0	4	4	0
Arlington	0	4	4	0
Portland	98	75	0	23
Seattle	47	9	0	36
Spokane	11	14	3	0
Ontario	0	33	33	0
TOTALS	1,417	1,321	310	406

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-12-8/69

Valley Copperstate System

Multi-Conference

Change of Operations

57,	Eugene, Oregon	81,	Portland, Oregon
85,	San Francisco, Calif.	87,	Bakersfield, California
94,	Visalia, California	104,	Phoenix, Arizona
137,	Marysville, Calif.	150,	Sacramento, California
180,	Los Angeles, Calif.	224,	Los Angeles, California
287,	San Jose, Calif.	310,	Tucson, Arizona
313,	Tacoma, Wash.	324,	Salem, Oregon
386,	Modesto, Calif.	468,	Oakland, California
431,	Fresno, Calif.	439,	Stockton, California
741,	Seattle, Wash.	890,	Salinas, California
911,	Klamath Falls, Oregon	962,	Medford, Oregon
47,	Ft. Worth, Texas	577,	Amarillo, Texas
657,	San Antonio, Texas	745,	Dallas, Texas
941,	El Paso, Texas	988,	Houston, Texas

ATTACHMENT LETTER TO ALL LOCAL UNIONS INVOLVED:

At the present time Valley Copperstate System has four (4) divisions, using different and separate types of over-the-road operations, dispatch procedures and working rules. As an example, we run Portland-based sleeper cab teams on the Northwest Division from Portland to Sacramento and/or Los Angeles and return to Portland. We also operate single-man thru division runs, single-man turnaround runs between Los Angeles to Portland and Seattle, and from Los Angeles, Oakland, Sacramento and San Francisco.

THE CALIFORNIA REGION consists of single-man thru runs, single-man turnaround runs operating to terminals between Los Angeles, Oakland, San Francisco and Sacramento, and single-man thru runs and single-man turnaround runs to terminals between Los Angeles and Phoenix.

THE ARIZONA-UTAH REGION consists of single-man thru division runs, single-man turnaround runs to terminals between Phoenix and El Paso, and Los Angeles. Sleeper cab runs between Phoenix to Salt Lake City.

THE TEXAS REGION consists of single-man thru runs and single-man turnaround runs from Dallas, Odessa, Houston, to El Paso and from El Paso to Dallas, Odessa and Houston.

The power equipment is assigned to each Region and runs within its Region with a few exceptions. The Texas Region has a modified seniority system. The Line Drivers, City Drivers, Dock employees and Office employees have a separate seniority roster at their respective terminals and Regions.

Loads originating at Northwest Division terminals destined to terminals East of Los Angeles require change of power equipment at each Region point. The same applies for loads originating on the Texas Region terminals destined to terminals on the Northwest Division.

With this type of operation, dispatch procedures, working rules, etc., it is impossible to maintain competitive and economic service and allow maximum utilization of equipment.

The Company proposes a Change of Operation, outlined in Exhibits No. 1 thru No. 9, merge present Regions into one Region within the VALLEY COPPERSTATE SYSTEM; merge seniority rosters within classifications at respective terminals; cancel all present written, oral or implied working rules, dispatch procedures, negotiate new rules if necessary; consolidate dispatch and maintenance procedures, sleeper run drivers operate from separate seniority board at all terminals serviced by sleeper runs, use same power equipment from origin to destination of load except in cases of break-down or other emergencies.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-12-8/69 Valley Copperstate System (Multi-Conference Change)

EXHIBIT NO. 1

PRESENT SEATTLE OPERATION:

Eight (8) single-man turnaround runs to Portland. Eight (8) bid and four (4) extra board drivers, total of twelve (12) drivers and twelve (12) single-man tractors domiciled at Seattle.

PRESENT PORTLAND OPERATION:

Seven (7) bid single-man turnaround runs to Seattle. Seven (7) bid and two (2) extra board drivers, total of nine (9) drivers, and eleven (11) single-man tractors domiciled at Portland.

MILEAGE: 334 miles, round trip.

PROPOSED CHANGE OF OPERATION:

Close the Portland-Seattle Freight Lines terminal at Portland. Discontinue all of the operations at this terminal. Merge employees with the Pierce Freight Lines terminal, re-bid City Drivers, Dock, Office classifications. Redomicile 8 tractors and seven (7) Line Drivers from Seattle to Portland, merge drivers with the Portland-based Line Drivers terminal seniority roster. Single-man runs will operate from Portland to Seattle on turnaround basis.

MILEAGE: 174 miles, one way.

Establish a slide seat first-in, first-out, wheel for all single-man runs domiciled at Portland and Seattle. All runs to operate as required by the Company and in accordance with the D.O.T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellation due to conditions beyond the control of this Company.

PRESENT PORTLAND OPERATION:

Two (2) bid single-man turnaround runs from Portland to Roseburg. Drivers and equipment domiciled at Portland.

PROPOSED CHANGE OF OPERATION:

Discontinue bid runs . There will be no redomicile of drivers.

REDOMICILE	EXHIBIT 1 - NORTHWEST REGION
Twelve (12) Drivers	From Seattle to Portland
Twelve (12) Tractors	From Seattle to Montebello
Twenty-eight (28) Drivers	From Portland to Montebello - Sleepers
Fourteen (14) Tractors	From Portland to Montebello - Sleepers
Seven (7) Drivers	From Medford to Sacramento

PORTLAND DOMICILE - NORTHWEST REGION

SLEEPER OPERATION

PRESENT PORTLAND OPERATION:

Fourteen (14) sleeper cab tractors and 28 sleeper positions operating to Sacramento and/or Montebello, California, and return.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # MC-CO-12-8/69 Valley Copperstate System (Multi-Conference Change)

PRESENT PORTLAND OPERATION: (Continued)

MILEAGE:

Portland to Montebello ---------- 994
Portland to Sacramento, via Chico, one way ---------- 558
Portland to Sacramento, via Williams, California, one way ---------- 597
Portland to Medford, one way ---------- 275
Portland to Seattle, one way ---------- 170

The Portland-based sleeper teams are dispatched from Montebello and/or Sacramento.

PROPOSED CHANGE OF OPERATION:

The Company proposes to redomicile the Portland-based sleeper cab equipment and drivers from Portland to Montebello, California. Operate sleeper runs from Montebello to terminals North of Montebello in the same manner they were operated when domiciled at Portland. Establish new sleeper runs from Montebello to Texas terminals and return with loads destined to Montebello and to terminals North of Montebello, with the right to drop and pick up loads at intermediate terminals. Establish slide seat, first-in, first-out, wheel at the home domicile, slide seats at turnaround terminals in the event of breakdown or other emergencies, direct or via dispatch, for all sleeper cab runs. Sleeper cab drivers operate from a separate rotating board at all terminals. The Company will add sleeper cab tractors as needed.

In the event the presently employed drivers would be effected by the sleeper cab runs, the Company agrees to negotiate with Local Unions involved to determine adjustments of single-man runs and redomicile of drivers if necessary.

PRESENT MEDFORD OPERATION:

Two (2) single-man drivers based at Medford, running from Medford to Portland.

Twenty (20) single-man drivers based at Medford, running from Medford to Sacramento and/or Oakland.

Six (6) single-man drivers based at Medford, running from Medford to Oakland.

PROPOSED CHANGE OF OPERATION:

Redomicile seven (7) drivers from Medford to Sacramento.

NORTHWEST REGION

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

EXHIBIT NO. 2

MONTEBELLO DOMICILE - CALIFORNIA REGION

We have 91 single-man tractors, and 77 drivers based at Montebello, California. Thirty-four (34) drivers run on the Valley Pierce division roster, 43 drivers run on the Valley Copperstate Division on separate seniority rosters. Drivers and equipment are domiciled at Montebello.

PRESENT MONTEBELLO TO MODESTO OPERATION

Two (2) bid single-man runs from Montebello to Modesto, California, with layover at Modesto. Each driver runs 3 trips one week, 2 trips the following week. Drivers and equipment domiciled at Montebello.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Valley Copperstate System (Multi-Conference Change)
MC-CO-12-8/69

PRESENT MODESTO TO MONTEBELLO OPERATION

Two (2) bid single-man runs from Modesto to Montebello, with layover at Montebello. Each driver runs three (3) trips one week, two (2) trips the following week. Drivers and equipment domiciled at Modesto.

MILEAGE: 315 miles one way.

PRESENT MONTEBELLO TO STOCKTON OPERATION

Three (3) bid single-man runs from Montebello to Stockton, with layover at Stockton. This bid also includes two (2) turnaround runs to Delano, California. Each driver runs two (2) round trips to Stockton, one turnaround to Delano. Drivers and equipment domiciled at Montebello.

MILEAGE: 344 miles one way to Stockton; 300 miles to Delano round trip.

PRESENT STOCKTON TO MONTEBELLO OPERATION

One bid single-man run from Stockton to Montebello, with layover at Montebello. This bid also includes one Delano turnaround. Driver and equipment domiciled at Stockton.

MILEAGE: 344 miles one way to Montebello; 396 miles round trip to Delano.

REDOMICILE	EXHIBIT 2 - CALIFORNIA REGION
Two (2) Drivers	From Modesto to Sacramento
Two (2) Tractors	From Modesto to Sacramento
One (1) Driver	From Stockton to Sacramento
One (1) Tractor	From Stockton to Sacramento
Two (2) Drivers	From San Jose to Oakland
Two (2) Tractors	From San Jose to Oakland
Four (4) Drivers	From San Francisco to Oakland
Four (4) Tractors	From San Francisco to Oakland

PRESENT MONTEBELLO TO SAN JOSE OPERATION

Four (4) single-man bid runs from Montebello to San Jose, with layover at San Jose. Each driver runs three (3) trips one week, two (2) trips the following week. Drivers and equipment domiciled at Montebello.

MILEAGE: 382 miles one way.

PRESENT SAN JOSE TO MONTEBELLO OPERATION

Two (2) single-man bid runs from San Jose to Montebello, with layover at Montebello. Each driver runs three (3) trips one week, two (2) trips the following week. Drivers and equipment domiciled at San Jose.

MILEAGE: 382 miles one way.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-12-8/69 Valley Copperstate System (Multi-Conference Change)

PRESENT MONTEBELLO TO SACRAMENTO OPERATION

One single-man bid run from Montebello to Sacramento. Two round trips per week, with layover at Sacramento. This bid also includes one Tulare turnaround. Drivers and equipment domiciled at Montebello.

PRESENT SACRAMENTO TO MONTEBELLO OPERATION

Four (4) single-man bid runs from Sacramento to Montebello, with layover at Montebello. Drivers and equipment are domiciled at Sacramento. Drivers operate on alternating days. Run starts on Sunday and Monday of each week.

MILEAGE: 391 miles from Sacramento to Montebello one way; 432 miles from Sacramento to Tulare, round trip.

PRESENT MONTEBELLO TO OAKLAND OPERATION

Six (6) single-man bid runs from Montebello to Oakland, with layover at Oakland. Each driver runs three (3) trips one week, and two (2) trips the following week. Drivers and equipment domiciled at Montebello.

MILEAGE: 396 miles one way.

PRESENT OAKLAND TO MONTEBELLO OPERATION

Six (6) single-man bid runs from Oakland to Montebello, with layover at Montebello. Drivers and equipment domiciled at Oakland. Each driver runs three (3) trips one week, and two (2) trips the following week.

MILEAGE: 396 miles one way.

PRESENT MONTEBELLO TO SAN FRANCISCO OPERATION

Four (4) single-man bid runs from Montebello to San Francisco, with layover at San Francisco. Drivers and equipment domiciled at Montebello. Each driver runs three (3) trips one week, two (2) trips the following week.

PRESENT SAN FRANCISCO TO MONTEBELLO OPERATION

Four (4) single-man bid runs from San Francisco to Montebello, with layover at Montebello. Drivers and equipment domiciled at San Francisco. Each driver runs three (3) trips one week, two (2) trips the following week.

MILEAGE: 404 miles one way.

All of the above through runs operate on a matched dispatch and scheduled departure time at each terminal.

PROPOSED CHANGE OF OPERATION:

The Company proposed to discontinue all single-man bid runs outlined in this Change of Operations at Modesto, Stockton, San Jose, Sacramento, Oakland and San Francisco, redomicile drivers and equipment as outlined in Exhibit 2 for the following reasons:

All of these runs operate on a matched dispatch basis. This method forced the Company to run empty miles and pay numerous runaround claims.

Under the present dispatch procedure and bid equipment departure time, the Company is not able to dispatch loads with a non-bid or extra driver before their bid departure time without paying runaround.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Valley Copperstate System (Multi-Conference Change)
MC-CO-12-8/69

Discontinue the sleeper operation from Oakland to Medford.

Establish slide seat first-in, first-out wheel for all single man runs. All runs to operate in accordance with D.O.T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellations due to conditions beyond the control of this Company.

Away-from-home drivers will be dispatched back to their home terminal ahead of drivers domiciled at the turnaround point, subject to having hours.

MILEAGE: To Medford - 396 miles one way.

MONTEBELLO DOMICILE - CALIFORNIA REGION

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

EXHIBIT NO. 3

MONTEBELLO DOMICILE - CALIFORNIA REGION

PRESENT MONTEBELLO OPERATION (EAST)

One bid division single-man Houston, Texas, run terminates at Phoenix. One bid Dallas, single-man division run terminates at Phoenix. One bid El Paso single-man division run terminates at Phoenix. These runs operate on a slip-seat tractor arrangement at each division point. Drivers layover at Phoenix. Equipment and drivers domiciled at Montebello.

Seven (7) single-man bid runs from Montebello to Phoenix with assigned tractors. Each driver runs three (3) trips one week, two (2) trips the following week, with layover at Phoenix. Drivers and equipment domiciled at Montebello. One bid Blythe single-man slip seat run from Montebello to Blythe, with layover at Blythe. Loads destined to Phoenix or beyond.

MILEAGE: 200 miles one way - Blythe to Phoenix.

PROPOSED CHANGE OF OPERATION

The Company proposes to discontinue all bids on single-man bid runs at Montebello and Phoenix, establish one wheel slide-seat operation at each terminal. Redomicile one driver from Blythe to Phoenix. Drivers on this division will continue to handle loads from Montebello to Valley terminals up to San Francisco, and from Montebello to Phoenix and return, and extra loads from Montebello. All runs to operate in accordance with D.O.T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellation due to conditions beyond the control of this Company.

REDOMICILE

One (1) Driver

EXHIBIT 3 - MONTEBELLO (EAST)

From Blythe to Phoenix

MONTEBELLO DOMICILE - CALIFORNIA REGION

Drivers refusing to exercise their seniority to redomicle will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-12-8/69 Valley Copperstate System (Multi-Conference Change)

EXHIBIT NO. 4

PHOENIX & EL PASO DOMICILE - ARIZONA-UTAH REGION

PRESENT PHOENIX & EL PASO OPERATION

Three (3) bid single-man runs from Phoenix to El Paso, layover at El Paso - domiciled at Phoenix.

Three (3) bid single-man runs from El Paso to Phoenix, layover at Phoenix - domicled at El Paso.

MILEAGE: To El Paso - 405 miles one way.

One (1) bid single-man turnaround run from Phoenix to Tucson.

MILEAGE: To Tucson - 125 miles one way.

Three (3) bid single-man runs from Phoenix to Lordsburg, New Mexico, with layover at Lordsburg.

Three (3) bid single-man runs from Lordsburg to Phoenix, with layover at Phoenix.

MILEAGE: To Lordsburg - 241 miles one way.

Two (2) bid sleeper man runs from Phoenix to Salt Lake City, Utah - No Change.

MILEAGE: 661 miles one way.

One (1) bid single-man run from Phoenix to Globe, Arizona. No Change.

Two (2) bid single-man runs from Phoenix to Flagstaff, Arizona - No Change.

One (1) bid single-man run from Phoenix to Ajo, Arizona - No Change.

One (1) bid single-man run from Phoenix to Prescott - No Change.

One (1) bid single-man run from Phoenix to Cottonwood - No Change.

One (1) bid single man run from Phoenix to Coolidge and Florence, Arizona - No Change.

PRESENT PHOENIX OPERATION (WEST) (Appeared on Exhibit 3 of original proposal)

Seven (7) single-man bid runs from Phoenix to Montebello with layover at Montebello.

Drivers and equipment domiciled at Phoenix. Each driver runs three (3) trips one week, two (2) trips the following week.

One single-man bid turnaround run from Blythe to Phoenix. Drivers domiciled at Blythe.

REDOMICILE	EXHIBIT 4 - PHOENIX & EL PASO
Three (3) Drivers	From El Paso to Phoenix
Three (3) Tractors	From El Paso to Phoenix
Eleven (11) Drivers	From Lordsburg to Phoenix

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-12-8/69 Valley Copperstate System (Multi-Conference Change)

EXHIBIT NO. 4

MILEAGE: To Globe- 98 miles one way
Flagstaff - 142 miles one way
Cottonwood - 165 miles one way
Prescott - 98 miles one way
Ajo - 108 miles one way
Coolidge and Florence - - - - - - - - - - - - - - 60 miles one way

PROPOSED CHANGE OF OPERATION

Discontinue the Phoenix to Lordsburg layover run. Establish slide seat first-in, first-out wheel. All runs to operate in accordance with D.O.T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellation due to conditions beyond the control of this Company.

Redomicile three (3) El Paso drivers who operate under W.S.O.T.R. Agreement, to Phoenix.

Redomicile eleven (11) drivers from Lordsburg to Phoenix.

PHOENIX & EL PASO DOMICILE

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

EXHIBIT NO. 5

DALLAS DOMICILE - TEXAS REGION

PRESENT DALLAS OPERATION

Four (4) bid single-man runs from Dallas to Lubbock, with layover at Lubbock.

Six (6) bid single-man runs from Dallas to Pecos, Texas, with layover at Pecos.

One (1) bid single-man run from Dallas to San Antonio, with layover at San Antonio.

Two(2) bid single-man runs from Dallas to Odessa, with layover at Odessa.

Two (2) bid single-man runs from Dallas to San Angelo, with layover at San Angelo.

One (1) bid single-man turnaround run from Dallas to Abilene.

Eleven (11) drivers, no equipment domiciled at Pecos, Texas. Operate bid turnaround runs to El Paso.

MILEAGE: To Pecos - - - - - - - - - - - - - - - - - 406 miles one way
San Antonio - - - - - - - - - - - - - - - - 320 miles one way
Odessa - - - - - - - - - - - - - - - - - - 365 miles one way
San Angelo - - - - - - - - - - - - - - - - 245 miles one way
Abilene - - - - - - - - - - - - - - - - - - 184 miles, round trip

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-12-8/69 Valley Copperstate System (Multi-Conference Change)

EXHIBIT NO. 5 (Continued)

PROPOSED CHANGE OF OPERATION

Discontinue all bids on present runs. Establish slide seat first-in, first-out wheel for all runs. All runs to operate in accordance with D. O. T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellation due to conditions beyond the control of the Company.

DALLAS DOMICILE - TEXAS REGION

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

EXHIBIT NO. 6

EL PASO DOMICILE - TEXAS REGION

One (1) bid single-man turnaround run from El Paso to Van Horn, Texas.

Two (2) bid single-man turnaround runs from El Paso to Balmorhea, Texas.

Three (3) drivers and equipment based at El Paso.

Three (3) drivers based at Lordsburg, operate runs from Lordsburg to El Paso.

MILEAGE: To Van Horn- - - - - - - - - 108 miles one way
Balmorhea- - - - - - - - - 175 miles one way

PROPOSED CHANGE OF OPERATION

Discontinue all bids on present runs. Discontinue the El Paso to Van Horn turnaround run. Redomicile one (1) driver at Odessa. Discontinue El Paso to Balmorhea turnaround run. Domicile two (2) drivers at Sonora. Establish slide seat first-in, first-out wheel. All runs to operate in accordance with the D. O. T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellation due to conditions beyond the control of this Company.

MILEAGE: El Paso to Sonora - - - - - - - - - 376 miles one way
Odessa - - - - - - - - - - - - - - 263 miles one way
Pecos- - - - - - - - - - - - - - 200 miles one way
Phoenix - - - - - - - - - - - - - 405 miles one way

REDOMICILE

Two (2) Drivers

One (1) Driver

EXHIBIT 6 - EL PASO, TEXAS REGION

From El Paso, Texas to Sonora

From El Paso, Texas to Odessa

EL PASO DOMICILE - TEXAS REGION

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Valley Copperstate System (Multi-Conference Change)
MC-CO-12-8/69

EXHIBIT NO. 7

HOUSTON DOMICILE - TEXAS REGION

PRESENT OPERATION

Two (2) bid single-man runs to Sonora, with layover at Sonora.

Two (2) bid single-man runs to San Angelo, with layover at San Angelo.

Two (2) bid single-man runs to Odessa, with layover at Odessa.

Drivers and equipment domiciled at Houston of above bid runs.

Three (3) drivers, no equipment domiciled at Sonora.

MILEAGE: To Sonora- - - - - - - - - - - - 400 miles one way.
San Angelo- - - - - - - - - - - - 360 miles one way.
Odessa- - - - - - - - - - - - - 505 miles one way.

PROPOSED CHANGE OF OPERATION

There will be no redomiciling of drivers. Discontinue all bids on present runs. Establish slide seat first-in, first-out wheel. All runs to operate in accordance with D.O.T. rules and regulations. All single-man runs will operate when freight is available, and will be subject to cancellation due to conditions beyond the control of this Company.

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

EXHIBIT NO. 8

ODESSA DOMICILE - TEXAS REGION

PRESENT OPERATION

Two (2) bid single-man runs to Amarillo, with layover at Amarillo.

One (1) bid single-man run to San Antonio, with layover at San Antonio.

One (1) bid turnaround run to Van Horn.

MILEAGE: To Amarillo- - - - - - - - - - - - 276 miles one way
San Antonio- - - - - - - - - - - - -346 miles one way
Van Horn- - - - - - - - - - - - - 319 miles, round trip

PROPOSED CHANGE OF OPERATION

Discontinue all bids on present runs. Discontinue the Odessa to Van Horn turnaround run. Establish new run from Odessa to El Paso, with layover at El Paso. Establish slide seat first-in, first-out wheel. All runs to operate as required by the Company in accordance with the D.O.T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellation due to conditions beyond the control of this Company.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Valley Copperstate System (Multi-Conference Change)
MC-CO-12-8/69

EXHIBIT NO. 8

(Continued from previous page)

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

EXHIBIT NO. 9

SAN ANTONIO DOMICILE - TEXAS REGION

PRESENT OPERATION

One (1) bid single-man run from San Antonio to Odessa, with layover at Odessa.

PROPOSED CHANGE OF OPERATION

Discontinue bids on present run. Establish slide seat first-in, first-out wheel. All runs to operate in accordance with D.O.T. rules and regulations. All single-man runs will operate when freight is available and will be subject to cancellation due to conditions beyond the control of this Company.

Drivers refusing to exercise their seniority to redomicile will be placed on layoff and will not be entitled to runaround if a driver from other domiciles run through their terminal.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-17-8/69

Western Gillette, Inc.

Multi-Conference

Change of Operations

Locals involved:

104, Phoenix, Arizona
224, Los Angeles, California
310, Tucson, Arizona
492, Albuquerque, New Mexico
542, San Diego, California
941, El Paso, Texas

47, Fort Worth, Texas
557, Amarillo, Texas
745, Dallas, Texas
988, Houston, Texas

823, Joplin, Missouri

THE PRESENT OPERATION AND DOMICILE OF WESTERN GILLETTE DRIVERS BETWEEN LOS ANGELES-TUCSON-PHOENIX-EL PASO-HOUSTON-DALLAS

Los Angeles drivers to Tucson to bed.
Los Angeles drivers to Phoenix to bed.

Phoenix drivers to El Paso to bed.
Phoenix drivers to Willcox and turns back to Phoenix.

El Paso drivers to Phoenix to bed.
El Paso drivers to Willcox and turns back to El Paso.

Pecos drivers turn El Paso back to Pecos.

Dallas drivers to Pecos to bed.

West Board in El Paso operates Westbound.

El Paso drivers on East Board operates to Sonora to bed.
El Paso drivers on East Board operates Balmorhea turns.

Sonora drivers operate turns to Balmorhea.
Sonora drivers operate turns to San Antonio.

Houston drivers operate to Sonora to bed.
Houston drivers operate to San Antonio on turns.

PROPOSED CHANGE:

Los Angeles based drivers to operate to Tucson to bed.
Los Angeles based drivers to operate turnaround runs to a half way point between Los Angeles and Tucson using Highways Interstate 10 or Interstate 8 based on drivers dispatch.

Tucson drivers will operate turnarounds to a half way point between Tucson and Los Angeles when needed over Interstate 10 or Interstate 8 as needed and dispatched.

Tucson drivers to operate to Van Horn, Texas to bed.
Tucson drivers to operate Deming, New Mexico turnarounds.
Van Horn, Texas drivers to operate to Tucson to bed.
Van Horn, Texas drivers to operate to Deming, New Mexico on turnarounds to meet Tucson based drivers when needed.
Van Horn drivers to San Antonio to bed.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * * * * *

Case # MC-CO-17-8/69

Western Gillette, Inc.

Multi-Conference

Van Horn drivers to operate to Colorado City on turnarounds to meet Dallas based drivers when needed.

Change of Operations

Van Horn drivers to make El Paso turnarounds on El Paso freight.

Van Horn drivers to make Ozona, Texas turns.

Houston drivers to make Ozona, Texas to bed.
Houston drivers operate to San Antonio on turnarounds.

Dallas based drivers to operate to Van Horn, Texas to bed.
Dallas based drivers to operate Colorado City turnarounds when needed.
Drivers will operate over routes as dispatched and pick up and drop as instructed.

THIS PORTION OF THE CHANGE WILL RESULT IN:

21 drivers being moved from Phoenix to Tucson.
7 West Board El Paso drivers to Tucson.
12 West Board El Paso drivers to Van Horn.
5 East Board El Paso drivers to Van Horn.
All Sonora drivers (5) moved to Van Horn.
All Pecos drivers (10) moved to Van Horn.

This will eliminate 3 drivers' domiciles, El Paso, Sonora, and Pecos, and will result in longer runs for drivers to operate which in turn will increase their pay. It will also allow the Company to improve their service and reduce their cost by eliminating the above-mentioned domiciles and get more utilization from their power units. Van Horn, Texas was selected as it is the junction point for runs originating from Houston and Dallas.

This will eliminate the Service Department in El Paso, Texas resulting in all service employees being placed on layoff status.

THE PRESENT OPERATION OF WESTERN GILLETTE BETWEEN LOS ANGELES - PHOENIX - KINGMAN - GRANTS - GROOM - ALBUQUERQUE - MIAMI

Los Angeles based drivers run through to Phoenix, Arizona
Los Angeles based drivers run through to Kingman, Arizona.
Kingman based drivers run Barstow turns.
Kingman based drivers through to Grants, New Mexico.
Kingman based drivers run Winslow turns.
Phoenix based drivers through to Grants, New Mexico.
Phoenix based drivers run Winslow turns.
Grants based drivers through to Kingman.
Grants based drivers run Winslow turns.
Grants based drivers run Santa Rosa turns.
Grants based drivers through to Groom, Texas.
Groom based drivers through to Grants.
Groom based drivers run Santa Rosa turns.
Miami, Oklahoma based drivers through to Groom, Texas.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # MC-CO-17-8/69

Western Gillette, Inc.

Multi-Conference

Change of Operations

PROPOSED CHANGE:

Los Angeles drivers will run through to Phoenix and Kingman. We presently have a six-man board in Kingman which will operate in the following manner:

KINGMAN:

Kingman to Barstow turns.
Kingman to Winslow turns.
Kingman - Albuquerque to bed.
Kingman - Phoenix turns.

We presently maintain a fourteen-man board in Grants, New Mexico and a seventeen-man board in Groom, Texas.

GRANTS - GROOM:

The Company requests that the Grants, New Mexico drivers and the Groom, Texas drivers be merged into a single rotating board in Albuquerque, New Mecico.

This would involve 7 people from Groom, Texas and 14 people from Grants, New Mexico. We request they be dovetailed in the one common rotating board in Albuquerque to operate as follows: (Should either board increase in number, total number will be merged)

ALBUQUERQUE:

Albuquerque to Kingman to bed.
Albuquerque to Winslow on a turnaround.
Albuquerque to Holbrook turnaround.
Albuquerque to Vega on a turnaround.
Albuquerque to Phoenix to bed.
Albuquerque to Oklahoma City to bed.

The above would eliminate our relay point at Groom, Texas and Grants, New Mexico.

MIAMI:

Miami, Oklahoma drivers would operate Miami to Vega to bed.

Existing agreements to remain unchanged.

All of the above runs are subject to via and peddle as necessary and are subject to cancellation per the existing agreements, due to lack of freight or equipment, including contingencies beyond the Company's control.

In setting out the basic operation in this proposal, the destination of a load of freight will in no way designate the driver's dispatch. He will be dispatched in accordance with the demands of the business.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 11-8-4099

Local 468, Oakland, California, and

Change of Operations

Company involved: Pacific Motor Trucking

Clarification

This filing is for an interpretation of seniority application on displaced men moving into Oakland on job opportunity. If these men bring their runs into Oakland, will these men be dovetailed? If men are moved into Oakland but do not bring work or runs with them, are these men placed on the bottom of the seniority board?

These questions and others that were asked of the committee have not been answered. Therefore, we would like an interpretation and answers to these questions. Until this problem can be worked out, we are requesting that Pacific Motor Trucking be advised to hold off on moving men into Oakland.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4432

Burlington Truck Lines, Inc.

Change of Operations

Local involved: 307, Casper, Wyoming
190, Billings, Montana

PRESENT METHOD OF OPERATIONS:

Six drivers and six tractors currently are used, all of which are under the jurisdiction of Local 307, operating off of one division seniority roster at Casper, Wyoming. Two of the six presently are domiciled in Billings, Montana.

The six drivers operate runs as follows:

(1) Two drivers on alternate days operate Casper-Greybull-Cody through runs (252 miles) and return the following day.
(2) Two drivers operate on alternate days Casper-Billings via Sheridan through runs (293 miles) and return the following day.
(3) One driver operates a Billings to Cody to Billings turnaround run (253 miles).
(4) One driver operates a Billings to Sheridan to Billings turnaround run (272 miles). Total miles operated 1648.

PROPOSED METHOD OF OPERATIONS:

Abolish runs (3) and (4) above. Redomicile the two men in Billings back to Casper, Wyoming. Above runs to then be combined and run as follows:

(1) Two drivers, two tractors needed to run on alternate days Casper to Billings via Sheridan, through runs (293 miles). Return to Casper via Route (2) below or other authorized routes.
(2) Two drivers, two tractors needed to run on alternate days Casper to Billings via Cody, through runs (379 miles) Return to Casper via Route (1) above or other authorized routes. Total miles operated 1344.

Present and proposed method would allow drivers to drop or pick up at intermediate points.

May, 1969 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4441

Illinois - California Express, Inc.

Change of Operations

Local involved: 941, El Paso, Texas
492, Albuquerque, New Mexico

The Company requests the right to change the domicile of one El Paso line driver to Hobbs, New Mexico, submitted under Section 8 (e) of the National Master Freight Agreement and Western States Area Over-The-Road Motor Freight Supplemental Agreement.

May, 1969 JWAC Action: Postponed.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4446

Local 431, Fresno, California

Change of Operations

Company involved: Santa Fe Trail Transportation Co.

Clarification

Local 431 requests clarification of seniority due to Change of Operations in JWAC Case #5-9-4446.

May, 1969 JWAC Motion: "That the operational change in Case #5-9-4446 be approved as proposed by the Company, to be effective June 1, 1969; provided, however, that the seniority of the displaced Visalia employee shall be dovetailed on the Fresno local seniority list on the basis of his present Company seniority date which is May 1, 1957." Motion Carried.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4452

United-Buckingham Freight Lines

Change of Operations

Locals Involved: 81, Portland, Oregon
690, Spokane, Washington

Employer requests Union's approval for its proposal to utilize piggy-back service between Portland, Oregon and Spokane, Washington.

Company contends that serious economic conditions prevail on its present operation between Spokane and Portland - that a large percentage of the freight is composed of low revenue loads, and that there is a consistent mis-matching of schedules and movement of empty equipment; that economic losses could be eliminated by selective use of substitutes, when expedient, over and above protected bid runs.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4532 — Local 224, Los Angeles, California, and Pacific Motor Trucking

O-T-R Clarification — Local 224 requests a clarification of the decision in JWAC Case #5-9-4532.

Case #SC-4-(3)-9-3010.

May, 1969 JWAC Motion: "In view of the evidence presented and the statements made, that they did intermingle freight and mail and that this was all done under the Over-The-Road Supplement, that the dovetailing of the mail and freight boards in accordance with their line seniority date be granted. Motion Carried."

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4645

California Motor Express, Ltd.

Change of Operations

Locals involved:

85, San Francisco, California
224, Los Angeles, California
431, Fresno, California

PRESENT OPERATION:

Four (4) Division Runs with domicile at Fresno, operating between San Francisco and Los Angeles, California five (5) days each week, providing business sufficient to justify such runs. These runs require sixteen (16) men; eight (8) operating North to San Francisco; eight (8) operating South to Los Angeles. These runs lay over at the two destinations.

PROPOSED OPERATION:

Five (5) drivers to be moved to San Francisco and given the opportunity to work from the San Francisco Terminal Seniority Board for Over-The-Road operations. Eleven (11) drivers to be moved to Los Angeles and given the opportunity to work from the Los Angeles Over-The-Road Board.

These moves will be handled in accordance with Article 5, Section 3 (C) of the National Master Freight Agreement .

This change will greatly improve our service. It will place our Company in a better competitive position and line haul equipment will be utilized more effectively.

If approval is received, we plan to put this change into effect prior to September 1, 1969.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4646

Coast Drayage

Change of Operations

Locals involved: 70, Oakland, California
150, Sacramento, California

We are filing a Change of Operations in an attempt to better handle business in and out of Sacramento due to economic conditions.

PRESENT OPERATIONS IN SACRAMENTO:

We are presently employing five local drivers in Sacramento (one of which is now on a leave of absence) and one line driver. The business handled out of our Sacramento terminal entails the area as far South as Stockton, as far North as Roseville, and as far West as the Davis-Dixon area.

PROPOSED OPERATIONS:

We propose to leave one local man in Sacramento and to use local men from our Berkeley terminal to deliver freight into the Stockton-Lodi area and to send local men from our Berkeley terminal into Sacramento to handle all deliveries beyond the ability of the one local man in Sacramento.

We would allow all men in Sacramento to move to Berkeley to continue employment with our Company in Berkeley and integrate them into our present seniority list at the Berkeley terminal.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4647

Consolidated Freightways, Inc.

Change of Operations

Locals involved: 222, Salt Lake City, Utah
961, Denver, Colorado

PRESENT OPERATION:

(1) One Division per day between Denver and Rawlins; drivers domiciled at Denver. Drivers involved are J. W. Glase (March 29, 1948) and C. S. Davis (July 12, 1947) - Local 961.

(2) One Division per day between Salt Lake City and Rawlins. Drivers domiciled at Salt Lake City - W. W. Wright (September 1, 1946), M. G. Olsen (March 23, 1953 - Local 222.

PROPOSED OPERATION:

(1) Eliminate the Denver-Rawlins daily schedule.

(2) Eliminate the Salt Lake-Rawlins daily schedule.

(3) Change the Denver-Rawlins operation to run five days per week from Denver to Rock Springs. The men would be dispatched on a three one week, two the next week basis.

(4) Change the Salt Lake City-Rawlins operations to run five days per week from Salt Lake City to Rock Springs on a turnaround basis.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4648

Consolidated Freightways, Inc.

Change of Operations

Local involved: 961, Denver, Colorado

PRESENT OPERATION:

(1) One schedule per day from Denver to Cheyenne and return.

Driver based in Denver - Local 961.

PROPOSED OPERATION:

(1) Eliminate the Denver-Cheyenne turnaround.

(2) Handle this movement on existing schedules.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4649

Consolidated Freightways

Change of Operations

Locals involved:

448, Missoula, Montana
690, Spokane, Washington

Company requests the right to run a Spokane-Missoula turn when needed. This will be run with drivers domiciled at Spokane.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4650

Consolidated Freightways

Change of
Operations

Locals involved: 231, Bellingham, Washington
411, Mount Vernon, Washington

Company proposes to close the Mount Vernon, Washington terminal and handle the freight from our Bellingham, Washington terminal.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4651

Consolidated Freightways

Change of Operations

Locals involved:

81, Portland, Oregon
222, Salt Lake City, Utah
483, Boise, Idaho
741, Seattle, Washington

PRESENT OPERATION:

1. Sleeper team operation between Portland and Salt Lake City three days per week. This operation utilizes three drivers running two trips on and one trip off. Drivers involved domiciled at Portland.

Harry Thomas	July 6, 1949
Ray Lidbom	July 31, 1950
Al L. Kelley	December 6, 1950

2. Sleeper team operation between Seattle and Salt Lake City three days per week. This operation utilizes three drivers running two trips on and one trip off. Drivers involved domiciled at Seattle.

Russell Helfrecht	June 24, 1957
M. L. Kinney	June 29, 1955
Donald J. Olson	June 24, 1957

3. Sleeper team operation between Salt Lake City, Portland and/or Seattle three days per week. This operation utilizes two three men teams. Drivers running two trips and one off. Drivers involved are domiciled at Salt Lake City.

M. D. Nice	February 12, 1947
D. K. Weatherbie	September 29, 1950
W. C. Martin	March 3, 1951
M. K. Fillmore	February 19, 1943
J. L. Weatherbie	February 18, 1955
R. J. McCalmont	September 14, 1955

PROPOSED OPERATION:

1. Eliminate the sleeper operation between Portland and Salt Lake City, Seattle and Salt Lake City, Salt Lake City - Portland and/or Seattle.

2. Handle this movement on existing schedules.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4652

Consolidated Freightways

Change of
Operations

Local involved: 524, Yakima, Washington

Presently we have a driver named George Loose domiciled in Sunnyside, Washington. We wish to transfer this man to our Yakima terminal.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4653

Consolidated Freightways

Change of Operations

Locals involved:

81, Portland, Oregon
57, Eugene, Oregon
639, Coos Bay, Oregon

Eliminate road operation between Coos Bay and Eugene.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4654

Garrett Freightlines, Inc.

Change of Operations

Local involved: 222, Salt Lake City, Utah

Garrett Freightlines, Inc. proposes to make the following change in a run from Salt Lake City to Moab, Utah.

We presently operate one division schedule per day, five days per week from Salt Lake City to Moab, a distance of 236 miles.

We propose to run this schedule from Salt Lake City to Grand Junction, Colorado, via Moab on the outbound dispatch and from Grand Junction directly to Salt Lake City on the return dispatch.

Grand Junction will be the lay point . Mileage from Salt Lake City to Grand Junction via Moab is 351 miles. Mileage from Grand Junction directly to Salt Lake City is 284 miles.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4655

Garrett Freightlines, Inc.

Change of Operations

Local involved: 983, Pocatello, Idah

Garrett Freightlines presently operates a division schedule from Pocatello to Salmon, Idaho, a distance of 215 miles. Salmon is the layover point.

We propose to eliminate this run as presently operated and operate it as a turnaround run, Pocatello to Salmon to Pocatello. Run to operate five days per week, Sunday through Thursday.

One driver will be eliminated as a result of this change. The driver eliminated can exercise his seniority on the Pocatello board.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4656

Garrett Freightlines, Inc.

Change of Operations

Locals involved:

81, Portland, Oregon
222, Salt Lake City, Utah
983, Pocatello, Idaho

Garrett Freightlines proposes to establish a sleeper cab operation between Portland, Oregon, Los Angeles, California, and Emeryville, California. Drivers to be based in Portland, Oregon. Traffic moving between these points is presently being moved by Pocatello-based sleeper teams and averages one load a day from Los Angeles and one a day from Emeryville.

We propose to redomicile five (5) tractors and ten (10) drivers from Pocatello to Portland to handle this traffic. We propose that the seniority of the drivers moving to Portland be established under the provisions of Article 5, Section 5 (e) of the National Master Freight Agreement.

Moving expenses of drivers involved will be paid according to the appropriate provisions of the labor agreement.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4657

Garrett Freightlines, Inc.

Change of
Operations

Locals involved:

81, Portland, Oregon
699, Hoquiam, Washington
741, Seattle, Washington

Garrett Freightlines requests authority to discontinue a single-man run from Aberdeen, Washington to Portland, Oregon and return.

We propose to handle this traffic on other schedules operating through Aberdeen from Portland and Seattle.

The driver who pulled this run gave it up and went to work on the dock so no one is displaced.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4658

Garrett Freightlines, Inc.

Change of Operations

Locals involved:

190, Billings, Montana
448, Missoula, Montana
690, Spokane, Washington

Garrett Freightlines, Inc. requests authority to operate a single-man run from Spokane, Washington to Bozeman, Montana on an irregular basis.

Service requirements make this request necessary.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4659

Haslett Company

Change of Operations

Local involved: 150, Sacramento, California

Due to the loss of business in and out of Manteca, which we formerly handled for Navajo Freight to and from Sacramento, we request a change of operation be granted.

PRESENT OPERATION:

Haslett now operates two Bid LTL Peddle Runs from Sacramento to the Stockton and Manteca area. The other run is to the Modesto-Turlock-Manteca area. We then pick up freight from Navajo Freight and bring back to our Sacramento Terminal. Of the other freight delivered from these two runs 90% originates in the East Bay area.

PROPOSED OPERATION:

Haslett will operate Line Trailer or Trailers from Oakland to Stockton and interline all traffic for the Stockton, Modesto and Turlock area with another carrier.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4660

Hopper Truck Lines

Change of Operations

Locals involved:

104, Phoenix, Arizona
224, Los Angeles, California
310, Tucson, Arizona

Hopper Truck Lines proposes a change in their operation as it pertains to the movement of freight between Los Angeles - Phoenix and Tucson.

Presently all freight moving between Los Angeles and Tucson or the reverse, is line hauled to Phoenix where it continues on to Tucson or Los Angeles as the case may be by Phoenix domiciled drivers.

(1) The Company proposes to establish two (2) Tucson to Los Angeles lay runs. Subject to the availability of freight, these runs to operate on a rotating three (3) and two (2) trip per week basis, excluding holidays.

(2) One of the two (2) present bid turn runs, Phoenix-Tucson-Phoenix will be cancelled. There will be no change in all other existing bid runs at Phoenix and Los Angeles.

(3) The redomiciling of the work and drivers from Phoenix to Tucson, will result in four (4) Phoenix domiciled drivers being allowed the right to claim the Tucson-Los Angeles runs and to move to Tucson. Moving of the drivers will be handled in accordance with the conditions of the contract.

(4) The above proposed runs will operate in the normal relay manner in that they will be permitted to drop and pick trailers and/or freight at all intermediate points.

(5) This change will displace one (1) bid driver at Phoenix and create four (4) driving positions at Tucson.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4661

Los Angeles - Seattle Motor Express, Inc.

Change of Operations

Local involved: 154, Seattle, Washington

This is a request to the Change of Operations Committee of the Joint Western Area Grievance Committee to authorize Los Angeles-Seattle Motor Express , in view of its recent merger with T.I.M.E. - DC to close their general office in Seattle, Washington and transfer the work previously performed by that office to the T.I.M.E. - DC General Office in Lubbock, Texas.

This Change of Operation is filed for the purpose of eliminating the duplicate work which would otherwise be performed by the Seattle terminal office and the general office of T.I.M.E.-DC in Lubbock. It is requested that authority to make this change be made effective immediately or as soon as it can be accomplished by the Company.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4662

Milne Truck Lines, Inc.

Change of Operations

Locals involved: 104, Phoenix, Arizona
224, Los Angeles, California

Milne Truck Lines, Inc. is requesting approval of the following proposed Change of Operations.

PRESENT OPERATION:

(1) Five bid Phoenix-Desert Center turns and five bid Los Angeles - Desert Center turns per night, 5 days per week, Monday through Friday. (Five bid men domiciled at Phoenix and five bid men for Los Angeles).

(2) Three bid runs per night, Monday through Friday, Los Angeles through to Phoenix, lay and return. (Six bid drivers domiciled at Los Angeles).

(3) On weekends Desert Center turns must be made as long as Phoenix extra board men are available, but when the Phoenix extra board is exhausted, Los Angeles extra board drivers may run through to Phoenix.

(4) All overflow, over and above the above specified operation, to be handled by Los Angeles extra board men on a through basis.

PROPOSED OPERATION:

(1) Three bid runs per night, 5 days per week from Phoenix through to Los Angeles, lay and return, to be operated Sunday through Thursday. (Six bid drivers domiciled at Phoenix operating on a 3 and 2 basis).

(2) Five bid runs per night, Monday through Friday, 5 days per week from Los Angeles through to Phoenix, lay and return. (Ten bid drivers domiciled at Los Angeles operating on a 3 and 2 basis).

(3) All overflow to be operated by either Phoenix or Los Angeles extra board drivers as the Company's freight flow requires.

(4) The proposed operation will not require the redomiciling of any drivers.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4663

McCracken Bros. Motor Freight

Change of Operations

Locals involved:

57, Eugene, Oregon
81, Portland, Oregon

Company proposes to convert its line operation between Eugene and Portland and Portland and Eugene from a long line method of operation to a short line operation as defined in Article 38 of the Pick-Up and Delivery Supplemental Agreement.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4664

O.N.C. Motor Freight System

Change of Operations

Local involved: 70, Oakland, California

O.N.C. Motor Freight System proposes to abolish the local run between the San Leandro and Sunnyvale terminals of O.N.C. Motor Freight System, and operate this run under Article 52, Section (e), of the Western States Area Over-The-Road Motor Freight Supplemental Agreement where it contractually belongs.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4665

O.N.C. Motor Freight System

Change of Operations

Locals involved:

81, Portland, Oregon
231, Bellingham, Washington
313, Tacoma, Washington
524, Yakima, Washington
689, Coos Bay, Washington
699, Hoquiam, Washington
741, Seattle, Washington
839, Pasco, Washington
962, Medford, Oregon

O.N.C. proposes to cancel the following bid turnaround runs:

(1) Bellingham to Seattle and return.
(2) Seattle to Aberdeen and return.
(3) Seattle to Ellensburg and return.
(4) Kennewick to Ellensburg and return.
(5) Kennewick to Goldendale and return.
(6) Portland to Goldendale and return.
(7) Portland to Aberdeen and return.
(8) Two of the Seattle to Portland and return runs.

O.N.C. proposes to establish the following runs:

(1) Bellingham to Aberdeen turn and Aberdeen to Bellingham turn. Initially, the Company intends to utilize Bellingham domiciled drivers to operate this run.

Subject to the availability of freight, these runs to operate five nights a week, Monday through Friday, excluding holidays.

(2) A Bellingham-Kennewick and a Kennewick-Bellingham lay run. This run will operate via Mt. Vernon, Everett, Seattle, Tacoma, Olympia, Cle Elum, Ellensburg, Yakima and Sunnyside.

Initially, the Company intends to utilize Bellingham domiciled drivers to operate this run.

Subject to availability of freight, these runs to operate on a rotating three (3) and two (2) trips per week basis.

(3) An Aberdeen-Kennewick and a Kennewick-Aberdeen lay run. This run will operate via Portland, Oregon, Olympia, Tacoma, Goldendale, Ellensburg, Yakima, Sunnyside, Washington and/or over Highway 12, which runs between Yakima and Chehalis, Washington.

Initially, the Company intends to utilize Aberdeen domiciled drivers to operate this run.

Subject to the availability of freight, these runs to operate on a rotating three (3) and two (2) trips per week basis.

(4) The Company proposes recognition of a Portland-Kennewick turn, and a Kennewick-Portland turn to be utilized when expedient to do so with extra board drivers.

(5) The Company proposes recognition of the Coos Bay to Portland via Medford, and a Medford to Portland via Coos Bay Division operation.

These runs to be utilized when it is expedient to do so.

(6) A Seattle to Southern Oregon points, Roseburg - Coos Bay - Grants Pass - Medford, and a Medford to Olympia, Tacoma, Aberdeen, Seattle lay run.

(Continued on Following Page)

Case # 8-9-4665 O.N.C. Motor Freight System

Initially, the Company intends to utilize Seattle domiciled drivers to operate this run. Medford domiciled drivers will be dispatched to Washington points on an overflow basis.

At time of inclement weather and other conditions beyond the Company's control, this run may be cancelled, and the Seattle drivers will be utilized on Seattle-Portland turn or lay runs or any other run where his services are needed in accordance with the existing dispatch rules.

(7) The above proposed runs will operate in the normal relay manner in that they will be permitted to drop and pick trailers and/or freight at all intermediate points.

(8) All runs are on an if and when basis, and are subject to cancellation due to lack of freight, holidays, road and weather conditions, etc.

(9) Drivers directly affected:

Two (2) at Kennewick, Washington
Two (2) at Seattle, Washington
Two (2) at Portland, Oregon

Additional driving positions created:

One (1) at Bellingham, Washington
Two (2) at Aberdeen, Washington

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4666

Smith Transportation Company

Change of Operations

Local involved: 381, Santa Maria, California

The Company wishes to request the following Change of Operations:

1. That the Paso Robles run be discontinued at Santa Maria and moved to the San Luis Obispo Terminal.

2. That the basis for the change of operations is economics.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4667

Tri-Valley Growers

Change of Operations

Locals involved: 287, San Jose, California
386, Modesto, California

PRESENT OPERATIONS:

Tri-Valley operates two food processing plants in San Jose, California. Plant #3 (formerly the Dole Plant) is located at Fifth and Virginia Streets. Plant #5 is located at Tenth and Taylor Streets. Both plants process apricots, peaches and fruit cocktail. The processing season normally extends from approximately July 1 to October 1. Trucking operations consist of the movement of product and materials into the plants and finished goods from the plant warehouse to distribution points within the State of California. Ten trucks are operated out of these plants. Two trucks are domiciled at Plant #5 and eight (8) trucks are domiciled at Plant #3. There are ten (10) drivers on the seniority list within the jurisdiction of Local 287.

PROPOSED OPERATIONS:

At the conclusion of the 1969 operating season, both Tri-Valley plants in San Jose will be closed. Warehousing and trucking operations will be discontinued after the end of the fruit processing season. This shutdown should be completed by March 1, 1970. After this date Tri-Valley's trucking operations will be centralized at its Modesto Plant 7, within the jurisdiction of Local 386. On September 1, 1969, five trucks will be moved from San Jose to Tri-Valley's trucking operations in Modesto. The remaining five trucks will be domiciled in San Jose until the trucking and warehousing operations are discontinued at that location.

Job opportunities in Modesto will be afforded to the San Jose driver force in accordance with the National Master Freight Agreement, Article V, Section 5, when permanent layoffs occur at San Jose.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4668

Valley Copperstate System

Change of Operations

Local involved: 962, Medford, Oregon

GRANTS PASS, OREGON - PRESENT OPERATION:

One (1) Office Employee

One (1) Dock Foreman Pick-Up & Delivery combination

Four (4) Pick-Up & Delivery Dock combination

PROPOSED OPERATION:

Discontinue all operation. Close terminal. Freight destined to Grants Pass will be handled out of Medford. Employees will be placed on layoff.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4669

Walkup's Merchants Express

Change of Operations

Locals involved:

85, San Francisco, California
224, Los Angeles, California
431, Fresno, California
468, Oakland, California

(1) We propose to eliminate the Coast schedule out of Oakland. This freight will be interlined with Certified Freight Lines in the Bay Area.

We would eliminate the Fresno-San Diego runs which now originate in Fresno and would establish Fresno-Los Angeles turnarounds.

(2) We propose to eliminate the Monday through Friday turnaround run Los Angeles to Arroyo Grande and return for economical reasons. We further propose elimination of the run to San Diego. This run now originates at Fresno via Los Angeles then to San Diego, laying over and returning at the end of layover period via the same routes.

Under this proposal we would rearrange the Fresno- San Diego runs to a Fresno turnaround. The runs originating at Fresno as they are now based there.

Under this change we would then interline all freight for San Diego, Montalvo and Arroyo Grande areas at Los Angeles. We are now interlining this freight at San Diego, Montalvo and Arroyo Grande.

(3) Change of Operation on the two runs originating at Fresno on alternate nights and terminating at San Diego via Los Angeles. We propose a change of operation that would place these two runs on a Fresno to Los Angeles turnaround.

(4) We propose to eliminate the Coast schedule out of Oakland. This freight will be interlined with Certified Freight Lines in the Bay Area. We would eliminate the Fresno-San Diego runs which now originate in Fresno and would establish Fresno - Los Angeles turnarounds.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-8-4129

Local 431, Fresno, California, and
Pacific Motor Trucking

P + D
Dispute

Union claims time for Lloyd Rice and any and all drivers who were not paid for time traveled from Fresno terminal to Huron, Mendota and Firebaugh and return time - 45 days retro.

Case #CV-98-2188.

JSC Motion: That the men are to be paid from the time they report at their home terminal until they are relieved from duty at their home terminal.

Deadlocked California Valley JSC (no date of action given)

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: M/m/s/c/ that this case be referred back to the parties for settlement and the committee retain jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-9-4466

Local 17, Denver, Colorado, and
Pacific Intermountain Express

P & D
Dispute

Local 17 protests a letter P.I.E. sent this local in regards to a rule for reporting for work. This local feels the 4th paragraph of this letter is in direct contrast to several provisions of our contract and asks this case be heard.

Case #66.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC April 2, 1969.

May, 1969 JWAC Action: M/m/s/c/ that this case be referred back to the parties for settlement and the committee retains jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4467

Local 17, Denver, Colorado, and
The Ringsby System

P & D Dispute

Donald Lappin states: On March 3, 1969 the Company called in a casual laborer, depriving him of work.

Pay claim for $16.77.

Case #53.

JSC Motion: None given.

Deadlocked Colorado - Wyoming JSC April 2, 1969.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4468

Local 17, Denver, Colorado, and The Ringsby System

P & D Dispute

Bobby Coppedge states casuals were brought in 3 hours before his shift. He is a regular.

Pay claim in the amount of $16.77.

Case #54.

JSC Motion: None given.

Deadlocked Colorado - Wyoming JSC April 2, 1969.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4469	Local 17, Denver, Colorado, and The Ringsby System
P & D Dispute	W. J. Davison states that on Tuesday at 2:00 P.M., extra men were brought in. He was not called.
	Pay claim for $16.77.
	Case #56.
	JSC Motion: None given.
	Deadlocked Colorado-Wyoming JSC April 2, 1969.
	May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-9-4470

Local 17, Denver, Colorado, and
The Ringsby System

P & D
Dispute

Stanley Lee, on March 11th at 5:00 P.M. found casuals had been working from 2:00 P.M. He was not called in early and he thinks this is an unfair practice.

Case #57.

JSC Motion: None given.

Deadlocked Colorado - Wyoming JSC April 2, 1969.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4472

Local 53, Bozeman, Montana, and
N. P. Transport Company

P + D Dispute

Union is requesting 8 hours pay for J. Kunda on January 8, 9, 10. Kunda reported for work on these days. He did so to protect his bid shift, but he did not work. On January 10th he was notified that he was laid off and that his bid was cancelled on January 10th. Kunda is a 20% employee on a bid shift.

Employer stated that in this case again there was no discussion between the employer and the Union, and the Employer's position is that on 1/2/69 Kunda was notified that he was placed on a call basis and would be called when needed. He was called on January 6th and 7th, and worked these days. He was not called on the 8th, 9th, or 10th. He was working as a 20% employee, and was so notified by the Company.

Case #M-901.

JSC Motion: That the Union's position be upheld.

Deadlocked Montana JSC February 21, 1969.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4493

Local 983, Pocatello, Idaho, and Garrett Freightlines, Inc.

P & D Dispute

Timmons and Jensen are Idaho Falls local employees on layoff. They each claim a day's pay for January 31, 1969 contending that on that day Pocatello short-line drivers worked in Idaho Falls. They claim under the provisions of Article 38, Section 2 (c) of the Pick-Up and Delivery Supplement.

It is the Union's position that it does not make any difference whether the short-line driver works his own equipment or not, that if the Idaho Falls men were on layoff the claim is payable.

Case #1432 (Mar. 69-8).

JSC Motion: That since it appears that the Pocatello short-line men were only working on and off their own equipment, the claim is denied.

Deadlocked Utah - Idaho JSC March 18, 1969.

May, 1969 JWAC Action: M/m/s/c/ that the committee retain jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4639

Local 310, Tucson, Arizona, and Western Gillette, Inc.

P & D Dispute

Money claim on behalf of Humberto Picos - March 11, 1969.

Mr. William McCollum, for the Union, claimed that the company failed to abide by the agreement in the "Memorandum of Understanding" dated February 20, 1969 in settlement of a strike to the effect that the Company would recall the number of men who were employed prior to the strike.

Mr. Humberto Picos was not recalled until March 13, 1969 because the Company used the services of another firm to do work that deprived him of employment.

The claim is for 8 hours pay for each day that Mr. Picos had not worked since February 24, 1969 and is a continuing claim.

Mr. Larry Jones, for the Company, stated that the Federal tomato embargo from Mexico reduced their volume of business. The Company only leased the tractor from the other firm; a Western Gillette driver was on the Banovich tractor. It has been past practice for ten years to have loads brought to the Company dock from the Mexican compound.

Case #1103.

JSC Motion: That the Union position be maintained.

Deadlocked Arizona-New Mexico JSC April 28, 29, 1969.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4670

Local 17, Denver, Colorado, and
Illinois - California Express

P & D
Dispute

Local 17 is protesting the nammer in which I.C.X. used to abolish 4:30 P.M. shift back to 4:00 P.M.

We are asking time and one-half for all regular employees who bid the 4:30 P.M. shift at I.C.X.

Case #37.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4671

Local 17, Denver, Colorado, and
Illinois - California Express, Inc.

P & D
Dispute

Charles Vail states: On June 5, 1969, I was loading a Tasty Foods at 4:15 PM, the dispatcher sent Duanne Eaton, a dock hand to relieve me. He finished the load and returned to the dock at 6:30 PM. I am a bid hostler. Hours 8:00 to 4:30 PM.

I am filing for 2 hours overtime - $11.90.

Case #82.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4672

Local 17, Denver, Colorado, and
Illinois - California Express

P & D
Dispute

Robert Beyette states I.C.X. sent a dock hand out to replace me at Gates. I started to load at 8:00 AM. Duanne Eaton replaced me at 4:15 PM. Duanne Eaton returned to I.C.X. dock at 12:30 AM. I am filing for 8 hours overtime.

Case #83.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4673

Local 17, Denver, Colorado, and
Illinois - California Express, Inc.

P & D
Dispute

Robert Beyette was loading a trailer at Gates at 4:15 PM, the dispatcher sent a dock hand out to relieve him; the purpose he states was to beat overtime. This has been the work of a hostler for 10 years or more. Toby Cordova, a dock hand was sent out, he returned to dock at 11:00 .

R. Beyette is filing for 6-1/2 hours overtime - $38.67.

Case #78.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4674

Local 17, Denver, Colorado, and
Illinois - California Express, Inc.

P & D
Dispute

Ray Kendrick was loading Trailer #4335 at Gates at 4:15 PM June 13, 1969. He was relieved by a dock hand, E. Eaton; he is a bid checker. Kendrick is a bid hostler with more seniority. He is filing for 6 hours overtime - $35.70.

Case #79.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4675

Local 17, Denver, Colorado, and
Illinois - California Express

P & D
Dispute

Charles Vail states I.C.X. refused to recognize seniority. He was loading trailer 4608 at Gates. The dispatcher sent Toby Cordova, a dock hand out to relieve him. Vail's regular hours are 8:00 A.M. to 4:40 P.M. Cordova arrived at 4:15 P.M. and stayed at Gates until 12:00 midnight.

Vail contends he has the right as a bid hostler to stay with the load until finished. Filing for $44.62.

Case #81.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4676

Local 17, Denver, Colorado, and Illinois - California Express, Inc.

P & D Dispute

John Mollendor is a bid hostler at I.C.X. At 4:15, on June 5, 1969, the dispatcher sent a dock hand out to Gates at 11275 - 40th, to relieve him so I.C.X. would not have to pay overtime. The dock hand returned to the dock at 8:30 p.m.

Mollendor is filing for four hours overtime.

Case #77.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4677

Local 17, Denver, Colorado, and Interstate System

P & D Dispute

Keith L. Pinny states the Company sent a mechanic to Bar Lake with a city tractor. He is claiming pay at time and one-half.

Case #16.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4678

Local 17, Denver, Colorado, and
Navajo Freight Lines, Inc.

P & D
Dispute

Local 17 states: During the week of May 15, 1969, Navajo cancelled 20% employees, they are M. Trujillo, H. Gandora, R. Wollnick, D. Schmidt, T. Rhoads, L. Bilger, J. Hass and D. Loomis. It is understood a 20% man can be cancelled during the middle of the week for lack of work, however, this was not the case. On May 17th, Navajo denied 80% employees overtime work. They are M. Chiles, M. Ertle, C. Tenbarge, R. Novy, H. Apodaca, L. Katt, B. Cooley, R. Sinkhorn.

We are asking 8 hours at the overtime rate the Company did circumvent the overtime provision outlined in the agreement. Pay claim for $376.32.

Case #108.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4679

Local 17, Denver, Colorado, and
The Ringsby System

P & D Dispute

Stanley Lee, practices deemed dangerous and submit this report for the board dealing with unloading freight in the yard away from the dock in all weather and at all time of the day and night.

Case #34.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4680

Local 17, Denver, Colorado, and T.I.M.E. - DC. Inc.

P & D Dispute

John Sammon is filing for overtime on June 9, 1969. The foreman would not okay his time card.

Case #103.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4681	Local 222, Salt Lake City, Utah, and Ringsby System - Consolidated Freightways - Garrett Freightlines
P & D Dispute	The Union is protesting the Company's procedure in using Tuesday-Saturday bid men and 20% men on holidays which fall on Saturdays (example, Washington's Birthday, February 22, 1969). The Union concedes that the Company has followed the 1964 interpretation of the JWAC but contends that the Company has established a past practice contrary to that interpretation which it should continue to follow.
	Cases #1493 (May 69-11), 1494 and 1495.
	JSC Motion: That the Union's position be upheld.
	Deadlocked May 21, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4682

Local 223, Portland, Oregon, and Willamette Valley Transfer

Office Dispute

Local 223 is in dispute with Willamette Valley Transfer over the rate of pay and classification for Lawrence Foster.

The Union contends that the contract has a rate of pay for Claims Clerk in the amount of $3.60 1/2 per hour and Claims Agent rate of pay $3.68 per hour. That in April of this year the contract was negotiated and at that time the employees involved were classified. The Company agreed to pay Lawrence Foster the claims agent rate of $3.68 per hour and did so until a week ago.

The Union feels this was a mutual agreement between the Company and the Union, therefore, the Company should continue to pay the man this rate since he does this type of work more than half the hours he works.

Case #1356.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC June 9, 1969

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4683

Local 313, Tacoma, Washington, and Consolidated Freightways

P & D Dispute

Claiming 8 hours pay for Tacoma driver who is on seniority list in Tacoma and laid off June 5, 1969, for lack of work. Three Seattle drivers from Local 741 (Seattle) worked in Tacoma on this day - have one specific case to refer to. This is filed on behalf of Emmet Wall.

Case #2425 (U).

JSC Motion: That due to the facts presented in this case, the claim of the Union be upheld.

Deadlocked Washington JSC June 18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4684

Local 357, Los Angeles, California, and
O. N. C. Motor Freight System

P & D Dispute

James Perkins and 62 dock employees request removal of Clause #2 of bulletin, subject "Late to work reporting."

Case # SC-7-9-3914.

JSC Motion: That Clause #2 of the bulletin dated May 27, 1969, is reasonable; therefore, the claim of the Union is denied.

Deadlocked Southern California JSC July 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4685

Local 357, Los Angeles, California, and
O. N. C. Motor Freight System

P & D Dispute

Frank A. Palminteri claims eight hours' pay, $33.68, for June 2, 1969, when he called in that he would be late and was told not to come in, and protests bulletin posted May 27, 1969.

Case # SC-7-9-3915.

JSC Motion: That the claim of F. A. Palminteri be denied.

Deadlocked Southern California JSC July 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4686

Local 357, Los Angeles, California, and Pacific Motor Trucking

P & D Dispute

Local 357 claims a day's pay, $31.96 each, for the three senior employees on layoff May 13, 1969, when a Local 208 driver and two non-union warehousemen worked in their stead.

Case # SC-7-(6)-9-3856.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Southern California JSC July 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4687

Local 578, Los Angeles, California, and Brake Delivery Service

P & D Dispute

Edward A. Pontius and John M. Lyle contend they were placed on lay-off March 27, 1969, and Company has worked and continues to work junior employees, namely Jerry Lindsey and Earl Thomas in their stead; and claim all monies they would have earned had they been correctly worked and not on this improper lay-off.

Case #SC-7-(6)-9-3870.

JSC Motion: That Pontius and Lyle were improperly laid off and they shall be compensated for all time that a junior employee worked in their stead.

Deadlocked Southern California JSC July 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4688

Local 856, San Francisco, California, and
Emery Air Freight Corporation

Office
Dispute

Union claims employee laid off and not recalled properly. Back pay requested.

Union claims they rescinded the 72-hour notice verbally on the phone. They also state she had been actually laid off and had not been recalled to work in proper seniority, so the Company would have to pay for the days which a junior employee worked.

Company claims employee said she was pregnant and left her job. Also, that Local 856 had sent the Company the 72-hour notice to terminate this employee due to non-participation in the Local Union. Company did not terminate her, as they felt she had already left the job. According to the Company the grievant had neither applied for nor secured a written maternity leave, nor had she been tendered a layoff notice, although the Union states that she did receive one.

Case # 5-9-CB 3028.

JSC Motion: That the position of the Union be upheld.

Deadlocked California Bay Area JSC May 20, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4689

Local 983, Pocatello, Idaho, and Garrett Freightlines

P & D Dispute

On March 18, 1969, Pocatello line driver John Evans told the dispatcher that he felt that the rig which he had been directed to take was over-loaded. The dispatcher advised him that the loading was proper and when Evans said, "show me", the dispatcher drove the rig (a set of doubles) from the ready line to the scales, weighed each axle and drove the rig back to the line. There was no over-weight.

The Union claims 8 hours pay for a laid off dock employee contending that the Supervisor performed bargaining unit work.

Case #1461 (April 69-17).

JSC Motion: That the claim be paid.

Deadlocked Utah-Idaho April 10, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4690

Local 983, Pocatello, Idaho, and
Garrett Freightlines

P & D
Dispute

Joe Morrison is a Pocatello based heavy duty driver in the 80% group with a bid swing shift Monday through Friday. The Company notified him that his annual I. C. C. physical examination was due and by mutual agreement the physical was scheduled for 11:00, Monday, February 10th. The examination was completed prior to Morrison's bid starting time and he worked his regular shift that day.

The Union claims pay for one hour under the provisions of Article 45 of the Pick-Up and Delivery Supplement.

Case #1460 (April 69-16).

JSC Motion: That based on the contract language in Article 45 the claim be paid.

Deadlocked Utah-Idaho April 10, 1969.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
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Case # L-775 GINO NOTTOLINI, member of Local 180, Los Angeles, California. Employee of Los Angeles-Seattle Motor Express (T.I.M.E.-DC, Inc.) Request is for a period of 90 days, effective April 14, 1969, for the purpose of accepting a salaried position as Assistant Line Dispatcher.

L-776 CLYDE F. CARUSO, member of Local 208, Los Angeles, California. Employee of System '99'. Request is for a period of 90 days, effective May 16, 1969, for the purpose of assuming duties of Dock Supervisor for System '99'.

L-777 RONALD J. HUPP, member of Local 357, Los Angeles, California. Employee of T.I.M.E. - DC, Inc. Request is for a period of 60 days, effective May 12, 1969, for the purpose of accepting an exempt position (Line Dispatcher) with T.I.M.E. - DC, Inc.

L-778 MIKE E. KOSAREFF, member of Local 208, Los Angeles, California. Employee of Valley Copperstate System. Request is for a period of 43 days, effective May 19, 1969, for the purpose of accepting position of Dock Foreman.

L-779 ALFONSO QUINTERO, member of Local 208, Los Angeles, California. Employee of Illinois-California Express. Request is for a period of 90 days, effective June 23/69, for the purpose of accepting position of Business Agent for Local 208.

L-780 CARL ROSELLI, member of Local 208, Los Angeles, California. Employee of Milne Truck Lines. Request is for a period of 90 days, effective May 12, 1969, for the purpose of accepting position of Dispatcher tryout.

L-781 RALPH WOODEY, member of Local 208, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of 90 days, effective June 30, 1969, for the purpose of assuming position of driver supervisor.

L-782 OWEN JAMES COMBS, member of Local 467, San Bernardino, California. Employee of Imperial Truck Lines, Inc. Request is for a period of 90 days, effective July 7, 1969, for the purpose of going into Management.

L-783 MELVIN M. HUTSON, member of Local 224, Los Angeles California. Employee of Lee Way Motor Freight. Request is for a period of 90 days, effective March 5, 1969, for the purpose of accepting full-time position as Business Representative in Local 224.
Note: This member left Local 224 to return to driving effective March 28, 1969.

L-784 RICHARD L. ZIMMERMAN, member of Local 357, Los Angeles, California. Employee of California Motor Express. Request is for a period of 90 days, effective July 14, 1969, for the purpose of taking a Supervisory position.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 11-7-3422

Local 468, Oakland, California, and Pacific Motor Trucking

O-T-R Dispute

Runaround for Vernon Cramer. A Los Angeles driver on the preferred extra board left Oakland with a Stockton load. He dropped the load at Stockton, picked up a Los Angeles load and proceeded to his home terminal. The Union's position is that the Stockton load was short line work and he is filing runaround for a shortline driver.

The Company's position is that this is normal procedure and return out-of-town drivers to their home terminal.

Case #CB-2287.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC October 17, 1967.

November, 1967 JWAC Action: M/m/s/c/ that the claim of the Union be upheld and the Company and the Unions are instructed to get together and set up dispatch procedures.

NOTE: The February, 1968 JWAC did not approve the Minutes in this case but retained jurisdiction.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 2-8-3618

Local 468, Oakland, California, and O. N. C. Fast Freight

O-T-R Dispute

Union claiming 8 hours runaround December 18, 1967 in the name of Joseph Moniz.

Case #CB-2396.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Bay JSC January 16, 1968.

February, 1968 JWAC Action: M/m/s/c/ that this committee retain jurisdiction of this case pending a decision on the PMT case which was not approved when we approved the Agenda at the Monday meeting.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-8-3982

Local 208, Los Angeles, California, and Transport Cartage & Distributing Company

Interpretation

Kenneth Warren, et al, referring to JWC Case 8-8-3982, contend that as of Christmas, 1967, the Company ceased payment of the Christmas bonus to its employees.

Case # SC-7-(5)-9-3566.

JSC Motion: That this case is referred to the Joint Western Area Committee for interpretation. Motion Carried.

Southern California JSC date of action - July 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-8-4171

Local 224, Los Angeles, California, and
Illinois - California Express

O-T-R
Dispute

Local 224 on behalf of Robert J. Konek claims runaround on June 5, 1968 when the Company sent Jack Baldon on two San Diego turns and Konek was not called and had statutory restand I. C. C. hours available.

Case #SC-9-(8)-8-1512.

JSC Motion: That the claim of R. J. Konek be denied.

Deadlocked Southern California JSC September 10, 1968.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: M/m/s/c/ that the case be referred back for possible settlement and the committee to retain jurisdiction.
(Committee for Local Operations - Transcript Pgs. 43-45)

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 2-9-4333

Local 741, Seattle, Washington, and (Also: Local 81)
O. N. C. Motor Freight System

O-T-R Dispute

Revision of O.N.C. Motor Freight System's dispatch rules. (Filed under O-T-R Supplement - Articles 41, Section 2 (a) 43; 53; Section 3 (e); and 53, Section 5)

Case #2231 (U).

JSC Motion: That since the change proposed involves turns from two Joint Councils, this matter is referred to the Joint Western Area Committee for decision. Motion Carried.

Washington JSC date of action November 20, 1968 .

February, 1969 JWAC Action: M/m/s/c/ that we hold jurisdiction on this case and the three local unions meet with the Company together with Mr. Crosby and see if they can't resolve a common set of rules.
(Main Committee - Transcript Pgs. 358-368)

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4477

Local 208, Los Angeles, California, and Garrett Freightlines, Inc.

P + D Dispute

Charles E. Foster claims that as of December 12, 1968, the Company has laid him off because of lack of work. Since that date the Company has been farming out freight to other companies, which they have the rights and permits to deliver in. Therefore claim is for a day's pay at the applicable rate of pay for Foster for every day that he was out and the Company farmed out freight.

Case #SC-2-9-2761.

JSC Motion: That the claim of C. E. Foster be upheld.

Deadlocked Southern California JSC February 17, 1969.

May, 1969 JWAC Action: M/m/s/c/ that in Case #5-9-4477, Local 208 and Garrett, that since the factual picture is not clear on the deadlock motion that this case be held by this committee's jurisdiction and heard at the next session of the JWC. (Main Committee Action)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4503

Local 81, Portland, Oregon, and Pacific Intermountain Express

O-T-R Dispute

Local 81 is in dispute with Pacific Intermountain Express over a two hour layover claim for Earl Whitney on November 27, 1968.

The Union's position is that driver Whitney laid 4-1/2 hours in Yreka waiting for his truck and did not leave Yreka until after the fifteenth hour.

The Union contends that there is an agreement with the Company for a two hour call time in Yreka and since Whitney laid four and one-half hours , the Union is requesting the Company to pay the two hours.

The Company contends that Mr. Whitney delibertly stalled for one hour and fifteen minutes after his truck arrived before checking out. That he sat in a cafe working a cross word puzzle and checked his rig before signing out. The Company does not feel they should be compelled to pay this claim.

Case #1261.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC March 3, 1969.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4506

Local 81, Portland, Oregon, and United-Buckingham Freightlines

O-T-R Dispute

Local 81 is in dispute with United-Buckingham over a runaround claim for driver LeRoy Ellson involving the Company's method of dispatching out of Portland on January 27, 1969.

The Union contends that on January 27, 1969, the Company dispatched Seattle driver Art Millern out of Portland to Seattle via Hoquiam, 2-1/2 hours ahead of Portland-bid man, LeRoy Ellson.

It is the Union's position that this is a violation of the dispatch rules and the Company is liable to pay the claim in the amount of 2-1/2 hours to driver Ellson.

Case #1306.

JSC Motion: That the Union's position be upheld and the 2-1/2 hours be paid.

Deadlocked Oregon JSC April 7, 1969.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-9-4520

Locals 208, Los Angeles, California
Local 357, Los Angeles, California
Local 692, Long Beach, California, and
Dependable Trucking Company

MASTER
Dispute

CASE #3095: Bill Messenger and all Freight Transport employees protest Dependable Trucking putting all Freight Transport employees at bottom of seniority list, and claim they should be dovetailed under above articles.

CASE #3096: Bill Messenger and all Freight Transport employees claim that Freight Transport, by selling trucks and equipment and assigning certain accounts to Dependable Trucking, has deprived them of work opportunities.

Cases #SC-4-(3)-9-3095 and 3096.

JSC Motion: That based on the motion in JWC Cases #11-8-4121 and #11-8-4162, Freight Transport was bankrupt, therefore, the claim of the Union is denied under Article 5, Section 3 (a) (2) of the National Master Freight Agreement.

Deadlocked Southern California JSC April 11, 1969.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-9-4531

Local 224, Los Angeles, California - Also: Local 104, Phoenix and Milne Truck Lines

O-T-R
Dispute

Herschel H. Wright and Eddie Barragan claim mis-dispatch on 3/9/69 when extra board men were dispatched to Desert Center in their stead.

Case #SC-4-9-3377.

JSC Motion: That based on the decision in Cases SC-2-(1)-9-2553 and 2555, the claim of H. H. Wright and E. Barragan be denied. Inasmuch as Local 104 is involved, they shall become a party to this case at the Joint Western Area Committee.

Deadlocked Southern California JSC April 18, 1969.

May, 1969 JWAC Action: M/m/s/c/ that the case be referred back to the parties for possible settlement, and at the meeting a representative of the International Teamsters be present to try to resolve the issue, and the committee will retain jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4537

Local 315, Martinez, California, and Delta Lines, Inc.

O-T-R Dispute

It was the claim of the Union that a Modesto line driver came to Emeryville via Pittsburg. The Union claimed that the driver dropped in Pittsburg, picked up a box and came into Emeryville. At the Emeryville terminal the freight was consolidated into other Stockton-Modesto boxes. The Union claimed that the Modesto driver picked up the set in Emeryville and went back to Pittsburg, dropped and then proceeded to Modesto via Stockton.

It was the Company's position that on the return trip, the Modesto driver dropped only Company mail at Pittsburg. The Company's position was that there was no Stockton or Modesto freight generated at Pittsburg on the day in question.

Case #CB-2848.

JSC Motion: That the Union's claim be upheld.

Deadlocked California Bay JSC February 17, 1969.

May, 1969 JWAC Action: M/m/s/c/ the case be referred back to the parties for possible settlement and this committee retain jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4553

Local 468, Oakland, California, and Transcon Lines

O-T-R Dispute

The Union claimed that the Company was holding back more than seven days pay and not abiding by the Agreement.

The Company claimed they were not in violation of the Agreement.

Case #CB-2960.

JSC Motion: That the Company is to comply to Article 48 of the OTR and the men are to be paid in full for all time up to the cut-off date.

Deadlocked California Bay JSC April 15, 1969.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-9-4561

Local 839, Pasco, Washington, and
O. N. C. Motor Freight System

O-T-R
Dispute

Requesting holiday pay for Jack Frase while on vacation.

Case #2308 (U).

JSC Motion: That based on the facts presented claim of the Union be allowed for the dates of December 24 and 25, 1968.

Deadlocked Washington JSC March 19, 1969.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4627

Sealand Freight Service, and
Local 741, Seattle, Washington

Interpretation

Regarding casual help during tremendous rush loads which occur during ship sailings and ship loadings for sailing. (Article 48, Pick-Up & Delivery Agreement)

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-9-4642

Local 81, Portland, Oregon
Local 690, Spokane, Washington
Local 741, Seattle, Washington, and
United-Buckingham Freightlines

Clarification

Locals 81, 690, and 741, are in dispute with United-Buckingham Freightlines over the Company's logs and daily trip sheets.

It is the Union's position the present forms used by the Company are not adequate.

The Company refuses to change their present method.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4692

Local 17, Denver, Colorado, and T. I. M. E. -DC

O-T-R Dispute

Company desires to change bid to provide for needed distribution of manpower.

Case # 115.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC June 18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4693

Local 57, Eugene, Oregon, and
McCracken Brothers Motor Freight

O-T-R Dispute

The Union contends the Company was in violation of Article 52 (a) of the Western States Area Over-The-Road Supplemental Agreement when they sent two Eugene drivers in the pick-up zone to pick up a load of paper and then on to Portland.

It is the Union's position that this work should have been done by a Pick-Up and Delivery man and since this was a Saturday, the Union is asking for 8 hours pay at the time and one-half rate for the senior Pick-Up and Delivery man.

Company contends that according to the contract, line men are allowed to pick up one solid load if not within the city limits of Eugene. Since this has been done for years and is a past practice even though it is within the fifty mile radius, it was not within the city limits, therefore, the company does not feel they are in violation of the contract.

Case #1352.

JSC Motion: That the Union's position be upheld and the Pick-Up and Delivery man be paid.

Deadlocked Oregon JSC June, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4694

Local 57, Eugene, Oregon, and
Pacific Motor Trucking

O-T-R
Dispute

Local 57 is in dispute with Pacific Motor Trucking over a runaround claim involving a Medford run for drivers Campbell and Snell on May 8, 1969.

The Union contends that Portland drivers Pitts and Simonsen came to Portland, dropped their equipment, picked up a complete set, went to Medford. The Union contends that the two loads taken to Medford by the Portland drivers should have been taken to Medford by the Eugene men. The Union further contends that it is common for the Company to drop and proceed on to Medford but not change equipment. Eugene men have always taken the Eugene Medford freight.

The Company contends that both of these loads were originally scheduled for Eugene. The dispatch was changed when there were loads in Medford for Portland, therefore, the Company dispatched the men to Medford to bring the loads into Portland.

It is the Company's position that this has occurred in the past and the reason it has not come up is probably because there has been plenty of work. The men in question did work eight and eight and a half hours on the day in question as casuals locally.

The Company contends there was only one change made in equipment.

Case #1361.

JSC Motion: That the Union's claim be upheld.

Deadlocked Oregon JSC June, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4695

Local 70, Oakland, California, and Garrett Freight Lines

MASTER Dispute

A night-shift employee injured his finger in an industrial compensation claim. After having secured an unqualified release he complained of it bothering him. He was instructed by the Company to return to the doctor to have it treated. During the day he returned to the doctor and obtained treatment. Employee is claiming pay for the period spent at doctors.

Union is requesting that Company pay Mr. Toews for the time taken to visit his doctor for which they had docked him.

Employee was a night-shift employee, he went to the doctor during the day and did not lose any work at all. Article 14 in the National Master Freight Agreement substantiates the Company's position.

Case #7-9-LD-4823.

JSC Motion: That under the provisions of Article 14 of the NMFA, the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee July 17, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4696

Local 81, Portland, Oregon, and
Consolidated Freightways

O-T-R
Dispute

Local 81 is in dispute with Consolidated Freightways over the Company's violation of the Inter-Conference Sleeper Cab Agreement when it dispatched a Kansas City team from Seattle to Salem to pick up a Salt Lake City load. This created a runaround claim for a Portland-based sleeper team.

The Union contends that on April 12, 1962, the Company programed their whole sleeper operation and it was agreed at that time that Central States sleepers would not run North and South. That on the day in question the Company dispatched a Kansas City team to Seattle with a load, picked up a set of empties, went through Portland on to Salem and picked up a solid load, then on to Salt Lake where this load was dropped. This load was originally destined for Chicago.

The Union further contends there was a rule established in 1962 where these sleeper teams cannot make more than one drop or one pick-up., therefore the Union is asking that the runaround be paid for the first sleeper team available in Portland, Oregon.

The Company contends they have done this various times in accordance with an agreement with the Union and Company in 1965 and because of this agreement, the Company feels they were not in violation when they dispatched the team to Salem with empties and picking up a load from Salem to Salt Lake.

Case #1392.

JSC Motion: That the Union's position be upheld and the first Portland sleeper team available be paid the runaround from Salem to Salt Lake.

Deadlocked Oregon JSC July 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4697

Local 81, Portland, Oregon, and
Moore Business Forms

O-T-R
Dispute

The Union contends that a sleeper team came out of Oakland, dropped boxes in Portland and then went to St. Helens, Oregon which is within the 50 mile radius of Portland; picked up a load then came back through Portland to Oakland.

It is the Union's position that this should have been picked up by a Portland pick-up and delivery driver.

Case #1346.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC June, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4698	Local 81, Portland, Oregon, and O. N. C. Motor Freight System
O-T-R Dispute & Warning Letter	Local 81 is protesting a warning letter issued to Wayman Rodriguez on April 7, 1969 by O.N.C. for failure to report at assigned time at Medford and delaying schedule. The Union is also asking for April 6th and 7th layover pay. Case #1349. JSC Motion: That the warning letter be withdrawn and the driver be paid the layover claim. Deadlocked Oregon JSC June, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4699

Local 81, Portland, Oregon, and O. N. C. Motor Freight System

O-T-R Dispute

Local 81 is in dispute with O.N.C. over a runaround claim for driver Cecil Thornton.

It is the Union's position that driver Thornton, senior to driver Ballard was dispatched out of Portland on March 3, 1969 with 4 1/4 available hours. That Thornton was delayed in Portland one hour which the Company paid him for. However, upon arrival in Medford Thornton did not have sufficient hours and laid in Medford for 2-1/2 hours. Junior man Ballard was then dispatched out ahead of Thornton and the Union contends the Company should be compelled to pay 1-1/2 hour runaround pay.

The Union contends the Company should pay this since they knew Thornton did not have sufficient hours when he was dispatched. The Union is basing their case on a previous JWC Case #5-9-1502 where the committee allowed the runaround claim since the Company dispatched the man knowing he did not have sufficient hours.

Case #1345.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC June, 1969.

(It appears that the JWAC Case Number referred to above (should read - #5-9-4502)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4700

Local 81, Portland, Oregon, and
O.N.C. Motor Freight System

O-T-R
Dispute

Local 81 is in dispute with O.N.C. over payment of cab fares in Coos Bay, Oregon.

The Union contends that the Company issued a bulletin stating they intended to pay cab fare turned down previously to Ed Dennis, however, had check facilities in Coos Bay and find that the drivers can stay at two different motels that would not require the Company to pay cab fare. The motels checked were $6.00 per single and $8.00 per double, within 4/10ths of a mile from the terminal, with two restaurants within 4/10ths of a mile and the other motel $6.00 per day, 3/10ths of a mile from the terminal with two restaurants.

The Company informed the Union that these motels assured their representative that rooms would be available to these men all day even in the summer. However, in checking the Union find the drivers are required to check out at 3:00 P.M.

It is the Union's position that for years these drivers have stayed at the Chandler Hotel where the rate is $3.00 per night and should be allowed to continue to do so, therefore, the Union is requesting the Company to continue to pay the cab fares.

Case #1360.

JSC Motion: That the drivers be paid cab fare in Coos Bay, Oregon.

Deadlocked Oregon JSC June, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4701

Local 81, Portland, Oregon
Local 57, Eugene, Oregon
Local 962, Medford, Oregon, and
Pacific Motor Trucking

O-T-R
Dispute

Local 81, 57, and 962 are protesting a Company bulletin involving pay practices.

The Union contends that even though the contract calls for one-half hour to be paid in one tour of duty for fuel, check time (ICC) etc., that Pacific Motor Trucking has historically paid for all time turned in. That the Company has now issued a bulletin contrary to this. The Union is asking the Company to continue paying the men as they have in the past.

The Company contends that even though this has been done in the past, it is not in accordance with the contract and other companies are not paying this time. The Company wishes to discontinue this practice and also request the men to define the work they are doing.

Case #1354.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC June 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4702	Local 81, Portland, Oregon, and Pacific Motor Trucking
O-T-R Dispute	Local 81 is in dispute with P. M. T. over a runaround claim for 9-1/2 hours pay for C. E. Barber involving the utilization of a Salem employee on a run from Salem to Baker on March 24, 1969. The Union contends that on the day in question the Company dispatched a Salem Pick-Up and Delivery man to Portland then to Baker. The Union feels the Company cannot use a Pick-Up and Delivery man to Portland then to Baker on a line dispatch. The Union is asking the runaround claim be paid to Portland senior line driver Barber who had available hours. Case #1332. JSC Motion: That the Union's position be upheld. Deadlocked May 5, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4703	Local 81, Portland, Oregon, and Ringsby Pacific, Ltd.
Seniority Dispute	Local 81 is filing this case in behalf of employee Frank Fellows who is protesting the seniority order of the Ringsby line drivers. Case #1341. JSC Motion: That driver Hanson remain in the 16th position and driver Fellows the 17th position on the Ringsby line drivers seniority list. Deadlocked Oregon JSC June 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4704

Local 81, Portland, Oregon, and T.I.M.E. - DC, Inc.

O-T-R Dispute

Local 81 is in dispute with T.I.M.E. - DC. over one-quarter hour fuel time for driver Galbreath and Stratton at Albany, Oregon. The Union contends that the Company has posted a bulletin instructing the drivers to fuel in Albany, Oregon , that fuel and I.C.C. check time will be paid only if it exceeds the half hour, in accordance with the contract. The men are claiming one-quarter hour in excess in Albany since it is necessary to go off the highway and this takes longer to fuel.

The Company contends the men are paid the 1/2 hour automatically. That Galbreath shows thirty minutes in Albany with a quarter hour fuel and check time. The Company feels since this was the only stop Galbreath made that he had dinner in Albany and this was not fuel time. That Stratton was in Albany 15 minutes and since the men do not fuel any other place the half hour should be the only time paid for fueling.

Case #1381.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC July 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4705

Local 85, San Francisco, California, and Encinal Terminals

Interpretation

Request for an interpretation of application of Article 5 - Section 3 (4) of the National Master Freight Agreement. "Operation of non parellel rights as pertains to seniority."

Request for establishment of separate seniority lists for non parellel operations.

Encinal Terminals purchased Air Land Freight Consolidators. Appearing on the seniority list of this acquired Company are names of Ten (10) employees, five of whom were actually employed by The Air Land Freight portion which was purchased by Encinal Terminals. The other named men were employed at time of purchase by the Pier Drayage Dock operation which is a different entity.

Company is requesting interpretation of the above article in its application to the establishing of the following men on the Air Land seniority list:

Resler	May 10, 1962
Cononica	July 8, 1963
Head	April 5, 1965
Krahn	May 18, 1965
Riddiough)	Riddiough or Asaro would be number
Asaro)	six according to their choice.

The Company requests no dovetailing of this operation with the Container Division of Encinal Terminals, and is requesting that two separate seniority lists be established in this case.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4706	Local 85, San Francisco, California, and I. M. L. Freight, Inc.
Sub-contracting	Seniority - Subcontracting

Pay for John Zappa for Monday, March 31st.

Case # 4-9-LD 4612.

JSC Motion: That as this case is filed under Article 32, N. M. F. A., this case is referred directly to J. W. A. C. in accordance with Article 32, Section 2. Motion Carried.

Joint Council #7 -Labor-Management Committee May 15, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4707

Local 85, San Francisco, California, and O. N. C. Freight

O-T-R Dispute

Runaround Claims - How does the 45 day rule apply? From the next payday of the date of Denial?

Union claims Company never issued a written denial as required under the contract.

Company claims over 45 days elapsed between the pay day the claim would have been paid if approved, and the date of the Union's filing; therefore, is untimely.

Case # 7-9-CB -3089 and 3090.

JSC Motion: That the claims are untimely based on the 45 day limit running from first pay period that claim should have been paid under normal procedures.

Deadlocked California Bay JSC July 15, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4708

Local 150, Sacramento, California, and T.I.M.E.-DC

O-T-R Dispute

Union claims they have decisions of record with other companies, and companies comply with the Union for the dropping of freight in excess of 1500 to 2000 pounds by having local men handle.

Company claims they could not settle the dispute with the Union. Company's position is that sleeper teams and division drivers can drop freight during hours that Terminal is closed.

Cases # CV-59-2550, CV-69-2565, 2569, 2570, 2571, 2577, 2578, 2590 and 2591 (Heard as one case).

JSC Motion: That the claim of the Union be upheld and area practice to prevail.

Deadlocked California Valley JSC June 23, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4709

Local 180, Los Angeles, California, and Consolidated Freightways

O-T-R Dispute

Local 180 is filing this grievance on behalf of E.O. Whittington and all other drivers at Consolidated Freightways because of the manner in which they are itemizing time claimed on trip sheets and miles driven. The Company has recently changed the practice of showing these items on the drivers trip sheets. Therefore, the drivers do not know how many miles they are being paid on a particular trip until they get their paycheck back from Portland, Oregon. This can be as long as, or longer than 15 days before they know if they were paid the proper mileage. In the past these items were all listed on driver's copy of the trip sheet and broken down as to just what he was being paid for. If there was a mistake made they knew about it immediately. Therefore, we are requesting that the Company start working the trip sheets as they have done in the past.

Case #SC-5-9-3442.

JSC Motion: That in accordance with JWC Case #11-6-2661 the claim of E. O. Whittington be denied.

Deadlocked Southern California JSC May 5, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4710

Local 180, Los Angeles, California, and Pacific Intermountain Express

O-T-R Dispute

Local 180 takes the position that Gallagher and Haynes are entitled to 11 hours pay at $3.68 per hour, a total of $40.48 for each man.

This team arrived in St. Louis on February 3, 1969 with tractor #27-1057 which is a tractor equipped to be used in conjunction with a jifflox unit. Upon this teams arrival trailer #52-1008 was loaded and ready for Los Angeles. The team was put off duty for 13 hours for which they were paid 2 hours, hence this claim is for 11 hours.

The pay was denied on February 14, 1969 and the Union contends the grievance is not untimely and should be paid.

Case #SC-5-9-3457.

JSC Motion: That the claim of Gallagher and Haynes be allowed.

Deadlocked Southern California JSC May 5, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4711	Local 180, Los Angeles, California, and Los Angeles - Seattle Motor Express
O-T-R Dispute	W. H. Kimberling and N. H. Ecerhart each claim 3 hours on paylog 22012, and Elwin Smith and James Richeson each claim 2-1/2 hours on paylog 22013, time lost due to a road block south of Gorman on March 22, 1969.
	Case #SC-5-9-3451.
	JSC Motion: That the claim of the Union be allowed.
	Deadlocked Southern California JSC May 6, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4712

Local 190, Billings, Montana, and United-Buckingham Norwalk

O-T-R Dispute

CASE #M-927 - Request pay for 430 miles Bozeman to Missoula and return pulled by Spokane driver for driver Jansma on April 2, 1969.

CASE #M-930 Request pay for 430 miles from Bozeman to Missoula and return pulled by Spokane driver for driver Kirkness on May 24, 1969.

CASE #M-931 Request pay for 430 miles Bozeman to Missoula and return, pulled by Spokane driver for driver Kirkness on May 24, 1969.

Union stated that in all cases a Spokane man ran from Spokane to Bozeman and that Billings dispatched men from Billings to Bozeman and return. Union stated that the Company has approved a division between Billings to Missoula, and Spokane to Missoula. Union position that they cannot run Spokane to Bozeman, as the Billings people should run to Missoula or be paid the additional miles.

Employer stated that with the Change of Operations for sleepers they run single men to different towns in Montana, such as Bozeman, Three Forks, White Sulphur Springs, with loads that are beyond Billings. The Employer referred the committee to Case #8-8-4078 (JWAC) of August 14, 1968.

Cases #M-927, M-930 and M-931.

JSC Motion: That in cases M-927, M-930 and M-931 the Union's position be upheld.

Deadlocked Montana JSC June 20, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4713

Local 222, Salt Lake City, Utah, and
Garrett Freightlines, Inc.

O-T-R
Dispute

The Union claims pay for delay enroute for all Salt Lake line drivers for making checks of equipment on Highway 40 at Airport Hill in California. when pulling explosives. These checks are required by the State of California.

It is the Union's position that the case is not controlling since the Company has, for at least 18 months, paid such claims but recently has discontinued paying. The union contends that this constitutes a Maintenance of Standards.

The Company contends that the time is not payable, relying on JWAC Case #2-7-2859 where a substantially identical claim of the Union was denied.

Case #1522 (June 69-16)

JSC Motion: That in consideration of the facts, the claim be denied.

Deadlocked Utah- Idaho JSC June 26-27, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4714	Local 222, Salt Lake City, Utah, and Garrett Freightlines, Inc.
O-T-R Dispute	A. P. Gause, line driver, is claiming 2 8/10 hours' pay abuse of free time at Grand Junction, Colorado, May 11, 1969.
	Case #1537 (July 69-7).
	JSC Motion: That the claim be denied.
	Deadlocked Utah-Idaho JSC July 17-18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4715

Local 222, Salt Lake City, Utah, and
Garrett Freightlines, Inc.

O-T-R
Dispute

On May 6, 1969 Salt Lake line driver Maxwell was pulling a set of doubles with 22,300 pounds on the front box and 11,000 on the rear box. At the checking station at Hot Springs, Utah, the Highway Patrol warned the driver of very high winds saying that light loaded or empty rigs should not proceed. The driver tied up at the checking station and claims 2-8/10 hours delay under the impassable highway provision.

The Union contends that the Highway Patrol directed the driver to tie up and even if it had been the driver's own decision then the claim was still applicable under recent JWAC decisions.

It is the Company's position that the rig was heavily enough loaded to proceed and that the driver should have called the terminal for instructions.

Case #1527 (June 69-21).

JSC Motion: That the Union's claim be upheld.

Deadlocked Utah-Idaho JSC June 26-27, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4716	Local 222, Salt Lake City, Utah, and IML Freight, Inc.
O-T-R Dispute	Fred Nichols, line driver, is claiming sleeper rate of pay for deadheading from Salt Lake City, Utah to Dayton, Ohio, May 11, 1969.
	Case # 1519 (June 69-13).
	JSC Motion: That the claim be upheld.
	Deadlocked Utah-Idaho JSC July 17-18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4717

Local 222, Salt Lake City, Utah, and
I.M.L. Freight, Inc.

O-T-R
Dispute

Salt Lake sleeper team Vanderpool and Morse were on layover at St. Louis, arriving at 1645 and departing at 00:30. While they were on lay a second Salt Lake team enroute to Salt Lake from Dayton stopped at St. Louis dropping a set of doubles and picking up a load, departing at 2130.

The issue involved is the definition of the term "second dispatch" as defined in the Company's dispatch rules, the material parts of which read as follows:

(2) Tractors on first dispatch (runs originating at Sale Lake City) will have priority to proceed to their designated layover point over tractors in a layover status at its enroute points.

(3) Tractors on second dispatch (having been redispatched from the layover point to travel a route or routes other than returning to Salt Lake City as per the original dispatch) will not have priority over tractors in a layover status at the enroute or "via" point. At this point they are to be dispatched on a first-in, first-out basis along with those in a layover status and/or other tractors there also enroute on second dispatch.

The Union is claiming 3 hours runaround for the first team.

The Company's position is that the second team had been dispatched from Salt Lake City to Dayton and returned to Salt Lake and on return had dropped and picked in St. Louis. That this dispatch was strictly in accordance with the Company's written dispatch rules and that no runaround was payable.

Case #1520 (June 69-14)

JSC Motion: That under the language of Paragraphs 2 and 3 of the dispatch rules the position of the Union be denied.

Deadlocked Utah-Idaho JSC June 26-27, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4718

Local 222, Salt Lake City, Utah, and
I.M.L. Freight, Inc.

O-T-R
Dispute

Salt Lake sleeper driver Slater returned to his domicile at 1330 on Saturday, May 10, 1969, and signed for 10 hours off. The Company attempted to call him at 1730 (within the altert call period provided in the contract) for a 2400 dispatch, but no one answered his phone. The Company, in order to cover the dispatch during the alert period, called another extra board man for the run. Slater returned to his home at 2030 but did not call the terminal until 2330, at which time the Company advised him that he had been passed. He claims runaround pay from the time the trip departed until he finally got out, a total of 49 hours.

The issue is whether or not an extra board driver who signs for 10 hours off at the home terminal is entitled to a runaround if he is not available for an alert call during the period specified in the agreement.

It is the Union's position that a man who signs for 10 hours off at the home terminal on a Saturday, is not required to be available at the regular alert time, but all that he need do is be available on his 8th hour for a 2 hour call at the end of his 10 hours off.

It is the Company's position that it was obligated to call during the alert period on Saturday as per the agreement and that when Slater was not available the Company was obligated to call another man.

Case #1521 (June 69-15).

JSC Motion: That in view of the fact, the claim be denied.

Deadlocked Utah-Idaho JSC June 26-27, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4719

Local 222, Salt Lake City, Utah, and
I.M.L. Freight, Inc.

O-T-R Dispute

Pay claim for Cooksey and Pullar. This case involves a money claim by the same Salt Lake sleeper team involved in Case #1455, claiming pay for the time delayed.

It is the Union's position that the claim is payable under the impassable highways provision.

Case #1477 (April 69-33).

JSC Motion: That the claim be denied.

Deadlocked Utah-Idaho JSC May 21, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4720	Local 224, Los Angeles, California, and Carey Truck Lines
Heavy Specialized & Oilfield Agreement	Local 224, on behalf of Gerald South and John Steepleton, claims back pay at time and one-half for all hours they have worked after midnight Friday nights. Case # SC-7-9-3954. JSC Motion: That the claim of South and Steepleton be allowed. Deadlocked Southern California JSC July 10, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4721	Local 224, Los Angeles, California, and Consolidated Copperstate Lines
O-T-R Dispute	Local 224 on behalf of the drivers named below, requests the Joint State Committee to instruct the Company to allow the Business Representative to examine the dispatch records of Earl E. Gobel for the months of November and December, 1968, and the dispatch records of William D. Branscomb for the months of November and December, 1968.

Case #SC-6-(5)-9-3610.

JSC Motion: That the Company be instructed to make available to the Local Union the records requested.

Deadlocked Southern California JSC June 10, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4722

Local 224, Los Angeles, California, and Hopper Truck Lines

O-T-R Dispute

Local 224, on behalf of David Ochoa, claims runaround pay for all Friday nights the Company has dispatched leasers in his stead.

Specific case: Runaround on April 11, 1969, claimed by Mr. Ochoa on pay report #431293, denied by the Company on April 17, 1969. We ask the Joint State Committee to request an examination of records to determine the amount of pay due.

Case # SC-7-9-3959.

JSC Motion: That the claim of David Ochoa be allowed.

Deadlocked Southern California JSC July 11, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4723

Local 224, Los Angeles, California, and Milne Truck Lines

O-T-R Dispute

CASE #3621 - Local 224 on behalf of Eddie G. Barragan claims one-half hour pay for time spent cleaning glass and cab in the Los Angeles terminal on January 26, 1969. Claim rejection received on February 10, 1969.

CASE #3622 - Local 224 on behalf of George Watkins claims one-half hour C.H.P. equipment check at Yermo on his trip of January 22, 1969.

CASE #3625 - Local 224 on behalf of Larence L. Booth claims 3/4 of an hour delay time in Desert Center on time slips #C-124, C-174, C-125.

Cases #SC-6-(5)-9-3621 - 3622 and 3625.

JSC Motion: That based on the fact that the denial slips were issued on February 10, 1969, therefore, JWC Case #8-8-3993 is not applicable.

Deadlocked Southern California JSC June 11, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4724

Local 224, Los Angeles, California, and Milne Truck Lines

O-T-R Dispute

Local No. 224 on behalf of Paul Velasco claims mis-dispatch on April 4, 1969. Mr. Velasco is claiming a round trip from Los Angeles to St. George, Utah, in the amount of $122.00.

Case # SC-7-(6)-9-3696.

JSC Motion: That the claim of Paul Velasco be allowed.

Deadlocked Southern California JSC July 11, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4725	Local 224, Los Angeles, California, and T. I. M. E. -DC
O-T-R Dispute	Local 224, on behalf of Lester W. Simpson, claims runaround pay on April 1, 1969, when the Company dispatched driver William Patridge to Sacramento in his stead.

Case # SC-7-(6)-9-3697.

JSC Motion: That the claim of L. W. Simpson be allowed.

Deadlocked Southern California JSC July 11, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4726	Local 224, Los Angeles, California, and T. I. M. E. - DC
Master Dispute	Local 224, on behalf of driver Jerry Heinz, demands that the Company pay the hospital bill at Hollywood Presbyterian Hospital. The amount of this bill is $551.55. Case #SC-7-9-3971. JSC Motion: That the Company be instructed to abide by Article 14 of the National Master Freight Agreement. Deadlocked Southern California JSC July 11, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # 8-9-4727

Local 235, Orange, California, and Oertly Bros. Trucking Company

O-T-R Dispute

Richard T. Scott is filing a protest to a leave of absence given by the Company to Jim Wright under the O-T-R Agreement, Article 40. Richard Scott claims discrimination because he asked for a leave of absence under the same circumstances and was refused. The purpose of the leave of absence granted to Jim Wright was to seek other employment within the same industry.

Case # SC-7-9-3883.

JSC Motion: That based on the facts presented in this particular case, Jim Wright did not forfeit his seniority.

Deadlocked Southern California JSC July 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4728

Local 235, Orange, California, and Oertly Bros. Trucking Company

O-T-R Dispute

Case # 3881 - Runaround on June 4, 1969, when Jim Wright was not called for a line trip to the Bay Area and a leaser took a Dixie Cup load to the Bay Area. We are claiming that amount of money earned by the leaser for that trip, miles and hours worked.

Case # 3882 - Runaround on June 6, 1969, when Jim Wright was not called for a line trip to the Bay Area and a leaser took a Dixie cup load. We are claiming that amount earned by the leaser for that trip, miles and hours worked.

Case # SC-7-9-3881 and 3882.

JSC Motion: That the claim of Jim Wright be upheld.

Deadlocked Southern California JSC July 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4729

Local 235, Orange, California, and Oertly Bros. Trucking Company

O-T-R Dispute

Case # 3879 - Runaround on May 28, 1969, when Jim Wright was not called for a line trip to the Bay Area, and an S. S. T. driver from Los Angeles took a set of trailers from Oertly Bros. yard, Garden Grove, and made drops in route to the Bay Area. We are claiming that amount of money earned by the S. S. T. driver for that trip, miles and hours worked.

Case # 3880 - Runaround on June 2, 1969, when Jim Wright was not called for a trip. An S. S. T. driver pulled a load of freight out of the yard. We are claiming that amount of money earned by the S. S. T. driver, miles and hours worked.

Case #SC-7-9-3879 and 3880.

JSC Motion: That the claim of Jim Wright be upheld.

Deadlocked Southern California JSC July 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4730

Local 235, Orange, California, and Oertly Bros. Trucking Company

O-T-R Dispute

Jim Wright completed line trip on Friday morning, May 9, 1969, and pay check was not available so driver waited at the yard until checks came in, claiming two and one-half hours' pay for waiting, for Jim Wright.

Case # SC-7-9-3878.

JSC Motion: That based on the facts presented in this particular case, the claim of Jim Wright be allowed.

Deadlocked Southern California JSC July 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4731	Local 255, Portland, Oregon, and Consolidated Freightways
Automotive Dispute	The Union contends that on the day in question, April 25th, Guy Gillespie, a road mechanic, was called to change a tire in Idahna, Oregon. It is the Union's position that this work should have been done by a member of the bargaining unit and that there were men on duty at the time. Therefore, the Union is asking 4 hours pay at the time and one-half rate for the senior Local 255 man. Case #1347. JSC Motion: That the Union's claim be upheld. Deadlocked Oregon JSC June 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4732

Local 255, Portland, Oregon, and Consolidated Freightways

Automotive Dispute

Local 255 is in dispute with Consolidated Freightways over a change of hours for shift premium pay for the Parts Room Employees.

The Union contends that until January 31, 1969, the Company paid the Parts Room Employees the premium pay for the morning shift from 7:00 A.M., and at this time discontinued this practice and started paying the employees from 8:00 A.M. - That the shift starting at 4:00 P.M. had been paid the premium rate starting at 4:00 P.M., and now the employees are being paid from 6:00 P.M.

The Union feels this is past practice, and the Company is in violation of the Maintenance of Standards provision of the contract. - That the Company is contending the premium pay was discontinued because of a 1968 JWC case #8-8-3995 but that this case pertained to the amount of money to be paid, not hours.

Case # 1390.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC July 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4733

Local 287, San Jose, California, and
Rabb Bros. Enterprises, Inc.

Master Dispute

Union claims runaround pay for employees from April 14, 1969.

Union claims Company is using sub-haulers in place of regular Company employees who have not been used, and is claiming money for dates men were not used.

Case #AH-59-71 .

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Valley JSC (no date of action given).

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4734

Local 287, San Jose, California, and Walkup's Merchants Express

O-T-R Dispute

Union claims Company did not protect bid run out of San Jose when employee went on vacation. Asking runaround pay for extra board man that stayed home.

Union claims that as long as four runs bid out of San Jose with San Jose drivers, the top man on extra board should have pulled this train south to L. A. That it is necessary for the Company to bid a hold-down during vacation period, although this vacation period did not extend thirty days.

Company had one bid line driver, San Jose to L. A., off on vacation. On the night in question, Company sent an Oakland based bid man out of Oakland with one trailer of L. A. freight. He stopped in San Jose yard and picked up an additional trailer of freight for L. A. and proceeded to destination.

Case # 5-9-CB 3041.

JSC Motion: As the San Jose bid drivers were protected and the train was a split with one trailer originating in Oakland, the claim of the Union is denied.

Deadlocked California Bay Area JSC May 20, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4735

Local 287, San Jose, California, and Western Gillette, Inc.

O-T-R Dispute

Union claims that Los Angeles based sleeper teams are coming into Local 287 Local Pick-Up and Delivery zone, loading full loads frozen case goods without coming to the San Jose terminal and turning back to Los Angeles. Union claims this is local work and violates hiring hall provisions of the contract.

When sleeper teams from the outside come into the Local Pick-Up and Delivery jurisdiction of Local 287, the Company must use Local 287 personnel either in their employ at the San Jose terminal or hire men from the hiring hall.

Company claims this is their special commodities division and that as long as they do not go to the San Jose terminal en route there is no violation.

Case #5-9-CB-3039.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC June 17, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4736	Local 313, Tacoma, Washington, and Consolidated Freightways
O-T-R Dispute	Reference Article II, Master Freight Agreement and Article XXXVIII, Appendix 'A' - Sea-Tac wage supplement - 25 mile radius - line drivers out of Chicago violating the contract.

Case #2384 (U).

JSC Motion: That the claim of the Union be upheld.

Deadlocked Washington JSC May 21, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4737

Local 357, Los Angeles, California, and Milne Truck Lines

Interpretation

Case #3907 - Donald Williamson requests steady employment, contending he has worked as a casual for Milne about eight and one-half (8 1/2)months ; that during October, November, February and March, he worked on dock or swamped twelve (12) days of eight (8) hours, but Company has hired men with less time.

Case # 3908 - Dale Dunn requests that he be hired steady at Mione, contending he has worked as a casual for about nine (9) months; that during the months of September, October and November, 1968, he had thirteen (13) days of eight (8) hours work on dock or swamping, and Company has hired men with less time.

Case # SC-7-9-3907 and 3908.

JSC Motion: That under Article 43, Section 1 (i) of the Agreement, these cases are deemed to be an interpretative matter and therefore, are referred to the Joint Western Area Committee. Motion Carried.

Southern California JSC date of action -July 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4738

Local 357, Los Angeles, California, and Navajo Freight Lines

Interpretation

Case # 3910 - William DeArmond claims two hours' overtime, $12.47, for May 29, 1969, when he had to wait for his payroll check.

Case # 3911 - Gary Lee Tystrom claims two hours' overtime, $12.64, for May 29, 1969, when he had to wait for his payroll check.

Case # 3913 - William Velko claims two hours' overtime, $12.47, for May 29, 1969, when he had to wait for his payroll check.

Case #SC-7-9-3910, 3911 and 3913.

JSC Motion: That these cases are deemed to be an interpretative matter under Article 47, Section 1 of the Agreement as to whether the Company, by making the checks available during the day preceding the holiday rather than having them available at the end of the shift, was in violation of this Article, and therefore, are referred to the Joint Western Area Committee. Motion carried.

Southern California JSC date of action - July 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4739	Local 357, Los Angeles, California, and West Coast Cartage
Warning Notice	Case #3939 - Local 357 protests company rules dated May 28, 1969, requiring photograph to be taken for identification picture and cards.
	Case # 3940 - Richard Atencio (and 14 others) protest warning notice issued for refusal to have picture taken for ID card - company rules posted May 28, 1969.
	Cases # SC-7-9-3939 and 3940.
	JSC Motion: That the claim of the Union be denied in accordance with JWC Case #2-5-1776, and the warning notices issued to R. Atencio, et al, be sustained.
	Deadlocked Southern California JSC July 10, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4740

Local 386, Modesto, California, and Illinois - California Express

Automotive Dispute

Union claims 8 hours per day plus any overtime for Paul Tanner from May 12, 1969.

Union claims Company has a shop in Modesto and the Company laid off the man who was fueling and greasing. Now the Company is using mechanics, drivers, etc. to perform the work done formerly by this man. Union claims pay and any overtime since layoff. This man has been under the Automotive Shop Supplement Agreement for 7 years.

Case #CV-59-2542.

JSC Motion: That based on the facts presented, the claim of the Union be upheld.

Deadlocked California Valley JSC May, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4741	Local 431, Fresno, California, and Valley Motor Lines
MASTER Dispute	Company in violation of Article 32, W. M. F. (subcontracting) and claims pay for proper man on layoff any day 45 days prior. Case #CV-59-2540.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4742

Local 468, Oakland, California, and Consolidated Freightways

O-T-R Dispute

Money claim for $196.54 as of March 22, 1969, in the name of Larry D. Millins.

Union claims grievant was unavailable when called for dispatch. He was left in his position on the board. Second driver called and refused the load, was dropped to bottom of board as per practice of Company. Grievant was not dropped to bottom of board until next dispatch day. Union claims grievant should have been dropped to bottom of board when Company was unable to reach him; that would have put him up for dispatch at an earlier time. Claims runaround.

Company claims practice of Company to leave man who is unavailable on position on the board until the next dispatch day, and at that time to drop him to bottom of board.

Case # 4-9- CB 2999.

JSC Motion: If the Company's records reflect the statements of the Company, the claim is denied. If they do not reflect the so-called Company practice, the claim is upheld.

Deadlocked California Bay Area JSC May 20, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4743

Local 468, Oakland, California, and
Consolidated Freightways

O-T-R
Dispute

Union claims money for 8 1/2 hours on March 18, 1969, in the name of Leo A. Whitten.

Union claimed driver was unable to secure transportation from away from home terminal to a motel; had to wait 8 1/2 hours without a place to take his rest.

Company says they use a motel which furnishes cab service, but driver did not want to go to it. The Company attempted to secure transportation to take the driver where he wanted to go, but was unable to do so.

Case # 5-9- CB 3012.

JSC Motion: That the claim of the Union be allowed.

Deadlocked California Bay Area JSC May 20, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4744

Local 468, Oakland, California, and Consolidated Freightways

O-T-R Dispute

Unions claim that as per Article 41, that Union has sole right to cut the board, and that Company does not have that right.

"INFRACTION OF ART 5- SECTION 4 - IN NAME OF LOCAL 468 LINE DRIVERS."

Company claims that Article 41- Section 2 (b) provides for layoff, and that Company has the right to lay off whenever economic reasons require this to be done regardless of the earnings of the men.

Case # 7-9-CB 3087.

JSC Motion: That the position of the Union be upheld.

Deadlocked California Bay JSC July 15, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4745

Local 468, Oakland, California, and Consolidated Freightways

O-T-R Dispute

Money claim-Difference in pay round trip to Manteca and round trip to Salt Lake City as of June 21, 1969, in the name of Kenneth D. Grimes.

The dispatcher asked the driver if he was OK to return to home terminal and was told yes. Upon arrival he was very ill and was sent to doctor, who hospitalized him for 2 1/2 days.

Case #7-9-CB-3099.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC July 15, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4746

Local 468, Oakland, California, and Delta Lines, Inc.

O-T-R Dispute

Union claims runaround, improper dispatch, as of April 3, 1969, in the name of Eldon C. Bowers.

Union claims that in the past, Western Gillette has delivered loads of ammunition destined to Port Chicago to Delta Lines at Los Angeles, and Delta drivers took the loads from Los Angeles to Port Chicago. In this case, Western Gillette came into the Delta yard at Los Angeles, secured trip lease papers and Delta placards for their equipment, and proceeded to Port Chicago while Delta drivers were held over in Los Angeles. Union claims runaround pay.

Company says this is a normal trailer interchange-Lease Authority operation and has been doing this for the past six months. As this is a normal practice, there should be no claim.

Case # 5-9-CB 3017.

JSC Motion: That the claim of the Union is sustained.

Deadlocked California Bay Area JSC May 20, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4747

Local 468, Oakland, California, and Transcon Lines

O-T-R Dispute

Union claims runaround, Chicago, as of April 9, 1969, in the name of James M. George.

Union claims that tractor's heater was not adequate to handle the heating of the cab and sleeper compartment on the cold weather northern run. Union claims that driving a tractor which will not supply adequate heat for driver's comfort an unsafe driving condition.

Company claims that grievant was scheduled to depart on a Chicago bound schedule. He came to yard and found that a KW tractor had been set up for him. Grievant refused to drive this equipment as he claimed defective heater. Driver did not make out any cry sheet on this tractor, just refused to take it out. Tractor was taken out by another team with no complaint. Tractor was examined at a local shop (Engs), and it was determined that a number of minor conditions existed, but none which would indicate the heater was not operating properly. This was the latest tractor which had been kitted.

Case # 5-9-CB 3038.

JSC Motion: That the claim of the Union be denied based on the facts presented.

Deadlocked California Bay Area JSC May 20, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4748

Local 468, Oakland, California, and Walkup's Merchants Express

O-T-R Dispute

Union claims 6 hours' pay as of April 15, 1969, in the name of Virgil C. Bradbury.

Union claims that the 16 hour per round guarantee is for "driving time only", and any additional time shall be paid in addition to the 16 hour guarantee.

Company claims they have a Rider with 468 which specifies two 8-hour guarantees, Oakland to Fresno, Fresno to Oakland. This is for all time spent. If the total amount of time for the round would exceed 16 hours, the Company would pay the total time. However, if the combined driving hours plus all other hours did not exceed the 16 total, the men would be paid the 16 hours. In this case the driver had a breakdown which he says amounted to over six hours, and should be paid at the hourly rate in addition to the guaranteed 16 hours. The total turn, driving hours plus breakdown plus all other hours, came to 12 1/2 hours total.

Case # 5-9-CB 3042.

JSC Motion: That the position of the Union be upheld.

Deadlocked California Bay Area JSC May 20, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4749

Local 483, Boise, Idaho, and
Garrett Freightlines, Inc.

O-T-R
Dispute

A Portland extra board driver had been on layover at Boise. He was dispatched at 2130 from Boise to Spokane where he took a second layover prior to returning to Portland. A Boise extra board driver (Kiester) was dispatched from Boise at 2145 on a Burley turn.

The Union claims that Kiester is entitled to the difference in pay between the Burley turn and the Spokane division claiming that a foreign extra board man can only be dispatched directly to his home domicile unless and until all of the Boise drivers have previously been dispatched on higher paid runs.

The Company contends that the Portland extra board man had been sent in the general direction of his home, and that it had utilized all of its Boise drivers on East runs; that had they utilized the Portland driver on the Burley turn, he would have been back in Boise for another layover at Boise with no way home.

Cases #1514 (June 69-8) and 1515 (June 69-9).

JSC Motion: Based on the facts in this case the claim be paid.

Note: The parties agreed that the decision in Case 1514 will control Case 1515.

Deadlocked Utah - Idaho JSC June 26-27, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4750

Local 492, Albuquerque, New Mexico, and
Navajo Freight Lines, Inc.

O-T-R
Dispute

Mr. Glenn Jones for the Union, claims that it has previously always been Company practice to pay both drivers for all time on duty, other than driving, at the regular hourly rate. Now the Company is deducting meal time for drivers on escort loads in violation of the National Master Freight Agreement, Article 6, Section 1.

Mr. C. G. Marshall for the Company, stated they are duly complying with government regulations. Security guards are furnished by the government agency who relieve drivers from duty at meal stops. Traditional past practice does not apply in these circumstances.

Case #1159.

JSC Motion: That the Union position be sustained.

Deadlocked Arizona-New Mexico JSC June 30, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4751

Local 495, Los Angeles, California, and Consolidated Freightways

Automotive Dispute

Case # 3343 - Local 495, on behalf of C. L. Wilbourn, claims 13 1/2 hours' pay at 1 1/2 times the regular rate when, on January 24, 1969 and January 25, 1969, someone outside of bargaining unit worked in his stead.

Case # 3344 - Local 495, on behalf of Alvin Smith claims 13 1/2 hours' pay at 1 1/2 times the regular rate when, on the following dates, February 21st, 22nd, and 23rd, 1969, someone outside of bargaining unit worked in his stead.

Cases # SC-7-(4)-9-3343 and 3344.

JSC Motion: That the claim of Wilbourn and Smith be denied.

Deadlocked Southern California JSC July 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4752	Local 495, Los Angeles, California, and Delta Lines, Inc.
Automotive Dispute	Local 495, on behalf of Jerry Wilson, protests his layoff, and requests that he be paid for all time lost since the shop superintendent and the 1186 mechanics are performing his work. Case #SC-7-9-3896. JSC Motion: That Jerry Wilson was improperly laid off. Deadlocked Southern California JSC July 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4753

Local 524, Yakima, Washington, and Consolidated Freightways

O-T-R Dispute

Case #2421 (U) - Request days pay for Pete Engel when he was not worked on May 19, 1969 and Consolidated Warehouse Division brought in a load of Shasta Pop and Seattle driver unloaded same at Associated Grocers in Yakima. (Filed under P & D Article 38, 39, and 48, and National Master Article 32).

Case #2422 (U) - Request days pay for Pete Engel when he was not worked on March 19, 1969 and Consolidated Bulk Commodities Division hauled in sacked spray and unloaded same with road driver, Vern Burke, from Portland. Man's claim not denied until May 23, 1969.

Cases #2421 (U) and #2422 (U).

JSC Motion: That in Case #2421 (U) the claim of the Union be upheld. In Case #2422 (U) the claim of the Union be denied.

Deadlocked Washington JSC June 18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4754

Local 524, Yakima, Washington, and Northern Pacific Transport

MASTER Dispute

Yakima based drivers protest the Company action taken per Bulletin #6-69 issued on March 24, 1969 when the established practice of paying the full portion of Medical Aid under State Compensation was discontinued. (Filed under National Master, Article 6, Section 1).

Case #2401 (U).

JSC Motion: That based on the facts, the position of the Union be upheld.

Deadlocked Washington JSC June 18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4755

Local 551, Lewiston, Idaho, and
Consolidated Freightways - Bulk Commodities

MASTER
Dispute

The Union claims time and one-half wage rate be applied to all Saturday work at the Ahsahka Operation, applying maintenance of standard for Monday through Friday work week in Local 551 jurisdiction. (Filed under Bulk Commodity Cement Supplement).

Cases #2388 (U), 2389 (U), and 2390 (U).

JSC Motion: That the claim of the Union be upheld.

Stipulated Agreement: "It is agreed that only case 2390 will be heard and that the decision in that case will apply to cases 2388 and 2389 as well as to Case 2390."

Deadlocked Utah-Idaho JSC June 18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4756

Local 690, Spokane, Washington, and
Ringsby Pacific, Ltd. (Helphrey)

O-T-R
Dispute

Local 690 is asking pay for Phil Costanzo, Spokane driver, in the amount of a Umatilla turn when the Company dispatched a Portland driver (Olsen) from Portland through to Spokane on May 12, 1969, back to Portland on May 13, 1969 at 7:00 p.m. This Company in a Change of Operations agreed to all Umatilla turns for Spokane-Portland drivers.

Case #2433 (U).

JSC Motion: That the Union position be upheld.

Deadlocked Washington JSC June 18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4757	Local 690, Spokane, Washington, and United Buckingham Freightlines
O-T-R Dispute	2443 (U) The Company, on June 7th & 8th, dispatched two company-salaried employees (Ken Stang and Bob Wiewich) from Great Falls, Montana to Spokane, Washington and Spokane, Washington to Great Falls, Montana. Spokane road drivers (Bailey and Wright) did not work on the dates the Company salaried employees pulled loads of freight from Spokane to Great Falls, Montana. Violation of the National Master Freight - Over-the-Road Supplemental Agreement. Requesting runaround pay for Bailey and Wright in the amount of a Spokane-Great Falls division and a Great Falls-Spokane division.

Case # 2443 (U).

JSC Motion: Based on the facts presented claim of the Union be denied.

Deadlocked Washington JSC July 16, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4758

Local 692, Long Beach, California, and Progressive Transportation

Heavy Specialized & Oilfield Agreement

Local 692 takes the position that Progressive Transportation is not properly compensating our members, J. B. Herm, Bob East and G. H. Trout for operating over-width equipment. Progressive Transportation is paying permit pay for loads and it is our position the equipment is over-width and therefore Article 2, Paragraph E, of the Heavy Specialized Oilfield Equipment Agreement applies.

We are requesting the committee to instruct Progressive Transportation to pay the proper rate.

Case #SC-5-9-3431.

JSC Motion: That the claim of Herm, East and Trout be allowed.

Deadlocked Southern California JSC May 5, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4759

Local 741, Seattle, Washington, and Consolidated Freightways

Interpretation

2456 (U) Local Union No. 741 requests runaround pay for R. B. Allen from CF when, on June 30, 1969, his Yakima bid was cancelled and Yakima freight was moved by Mr. Girnus on the Spokane schedule. (Filed under OTR Art. 53, Sec. 3E.)

Case # 2456 (U).

JSC Motion: This is an interpretative matter, and is factual and involves the question 'under what circumstances may a company cancel a bid?' Motion Carried.

Washington JSC date of Action July 16, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4760	Local 741, Seattle, Washington, and Garrett Freight Lines
O-T-R Dispute	Local 741 requests Garrett Freight Lines pay Norm Pierce 45 miles at the applicable mileage rate when Pierce was dispatched off route via Tacoma from Moses Lake, Washington, when Company agreed at previous meeting they would dispatch Seattle-Pasco-Moses Lake bid driver direct to Seattle from Moses Lake and pay him the Moses Lake-Pasco-Seattle mileage. Case #2370 (U). JSC Motion: That the claim of the Union be upheld. Deadlocked Washington JSC May 21, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4761	Local 741, Seattle, Washington, and Garrett Freightlines
O-T-R Dispute	2455 (U) Local Union No. 741 requests Garrett Freightlines post for bid one LaGrande per day from Seattle, Washington to LaGrande, Oregon. (Filed under OTR art. 41.)

Case # 2455 (U).

JSC Motion: That the claim of the Union be upheld.

Deadlocked Washington JSC July 16, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4762

Local 741, Seattle, Washington, and O.N.C. Motor Freight System

O-T-R Dispute

Local 741 requests O.N.C. Motor Freight System to note final destination on line drivers trip and pay report for each trip dispatched. More information will be available at the JWAC meeting in August, 1969.

(Filed under Article 6 of the National Master Freight Agreement)

Case #2403.

JSC Motion: That the claim of the Union be upheld.

Deadlocked Washington JSC June 18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4763

Local 741, Seattle, Washington, and
O. N. C. Motor Freight System

O-T-R
Dispute

2451 (U) Local Union No. 741 requests O. N. C. pay Hank Thiel for trip and pay reports 453152 dated June 3, 1969, and 441819 dated June 4, 1969, as per dispatch and also Local 741 requests O. N. C. cease and desist changing drivers trip and pay reports. (Filed under OTR art. 48 & 49.)

Case # 2451 (U).

JSC Motion: That the claim be allowed.

Deadlocked Washington JSC July 16, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4764	Local 741, Seattle, Washington, and Sea-Land Freight Service
Master Dispute	Union claims this case as subterfuge between Sea-Land and a commission agent or sub-contractor. Full particulars will be available at time of hearing.
	Case #2405 (U).
	JSC Motion: That the claim of the Union be denied.
	Deadlocked Washington JSC May 22, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4765

Local 741, Seattle, Washington, and
T.I.M.E. - DC. International, Inc.

O-T-R
Dispute

Union claims abuse of free time when Company waits 45 minutes before relieving sleeper team from duty, then 2 hours later call them for dispatch.

This incident was at Corning, California on trip of March 22, 1969.

Case #2408 (U).

JSC Motion: That the claim of the Union be upheld.

Deadlocked Washington JSC May 22, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4766

Local 741, Seattle, Washington, and United-Buckingham Freightlines

O-T-R Dispute

Local 741 protests the use of a driver on a Portland-Umatilla-Seattle division operation without the Company receiving approval of the Change of Operations Committee.

Local 741 further requests that since April 1, 1969 that if a Seattle driver did not work because of the Portland-Umatilla man being in Seattle, that that Seattle man be compensated for loss of earnings.

Case #2410 (W).

JSC Motion: That this case is referred to the Joint Western Area Committee as it involves two Joint Council area. Motion Carried.

Washington JSC May 22, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4767

Local 961, Denver, Colorado, and
Illinois - California Express

O-T-R
Dispute

Charles Hood states: "Organization of a new run from Denver on one hand to Phoenix on the other. This freight originates in Denver and should be given to Denver-domiciled drivers. There is a violation of the original change in that the Los Angeles sleepers do not run the Navajo Trail.

Case #10.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4768

Local 961, Denver, Colorado, and
Illinois - California Express

O-T-R
Dispute

Leonard Adams states: "Regarding the agreement between I.C.X. and the men on the So. End, and there would be occasional Los Angeles trucks come into Denver via Navajo Trail except in bad weather they could run via Taos. They are running 3 - 4 trucks every night taking freight and running the Raton or Taos route. I've been cancelled the following date and sent to Amarillo, January 24, 1969, February 1, 1969, February 5, 1969, April 4, 1969, April 18, 1969. These cancellations are not due to lack of freight. It is because of the Los Angeles drivers. Last night four Los Angeles trucks came in and I was cancelled out completely of my bid run.

Case #25.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4769

Local 961, Denver, Colorado, and
Navajo Freight Lines, Inc.

O-T-R Dispute

Tony M. Yurko states: Was dispatched to Albuquerque from Denver. Albuquerque dispatched us to Santa Fe. Santa Fe dispatched us to Denver and said to check Pueblo for freight. Pueblo turned us back to Albuquerque, then back to Denver. Denver just okayed miles from Pueblo to Albuquerque, 329 miles. We think it is 430 miles.

Case #37.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC June 18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4770

Local 961, Denver, Colorado, and
The Ringsby System

O-T-R Dispute

Kenneth Weng states: "I was called on the 19th for 11:30 P. M. Cheyenne dispatch at 9:30. I was cancelled out. Cheyenne freight was pulled by Eastend drivers, approximately 17,000 lbs. They dropped 10 - 125. This is my bid run to Cheyenne.

Case #1.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC May 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4771

Local 961, Denver, Colorado, and
T.I.M.E. - DC, Inc.

O-T-R
Dispute

John C. Haarhues states: We were held 10 hours in Portland and were not put off duty. It was not marked on trip sheet that we were off duty. Platt okayed claim, then he talked to Portland and the dock foreman wrote a letter stating he put us off duty, so Platt turned the claim down. They gave the dock foreman 2 days off for not putting us off duty.

I feel we have this coming as we were not told we were off duty from 3:47 AM to 1:45 PM, 10 hours.

Case #12.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 9, 1969 .

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4772

Local 961, Denver, Colorado, and
T.I.M.E. - DC, Inc.

O-T-R
Dispute

John R. Harper states: Trips 08814 - 088392 - 088636 - 08839 - and 09843 do not check out on subsistance, nor on mileage. Also Federal withholding and F.I.C.A. taxes are put together and the way out subsistance that shows on our checks does not make sense. Are not sure we are getting paid for full mileage, nor if we get mileage for pulling doubles and explosives.

Case #11.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC July 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4773

Local 983, Pocatello, Idaho, and Garrett Freightlines

O-T-R Dispute

Pocatello sleeper team Sitton and Elders arrived at their lay point at Yakima at 10:00 and were relieved from duty. At 20:00 they departed from Yakima with empties going to Portland where they picked up a Denver load and returned it to Pocatello. The team arrived at Portland at 24:00 and departed at 00:45.

The Union claims 10 hours abuse of free time at Yakima.

Case #1466 (April 69-22).

JSC Motion: That the drivers be paid from 15:00 until 20:00 .

Deadlocked Utah-Idaho JSC April 10, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4774	Local 70, Oakland, California, and Consolidated Freightways
Interpretation	Interpretation of Article 49 - Local 70 PUD Supplement. Do previous decisions involving delinquency notices as provided for in Article 43, Section 3 of Western States Area PUD Agreement apply to Article 49 of the Local 70 Supplemental Agreement?

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4523

Local 208, Los Angeles, California, and Tetro Brothers

Discharge

This member (Al Melendrez) protests his termination of January 10, 1969 requesting that he be returned to work with his full seniority and realize all compensation due him. All facts will be presented to the committee at the time of hearing this dispute.

Case #SC-6-(2)-9-2873.

JSC Motion: That inasmuch as the Company was signatory to the 1964-67 Agreement and that they are signatory to the 1967-70 Agreement, therefore, this case is properly before this committee.

Deadlocked Southern California JSC June 13, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4775	Local 53, Billings, Montana, and N. P. Transport
Discharge	Protest the termination of J. R. Kunda and request he be reinstated with full back pay and no loss of seniority.

Case #M-924.

JSC Motion: That J. R. Kunda be put back to work without back pay, with full seniority.

Deadlocked Montana JSC June 20, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4776

Local 81, Portland, Oregon, and Nehalem Valley Motor Freight

Discharge

Local 81 is protesting the discharge of Gilbert Duerfeldt by Nehalem Valley Motor Freight.

The Union contends that the man has worked for the Company 21 years and until January of this year, he was a line driver and was forced to work in town due to a Change of Operations.

It is the Union's position that the accidents involved were minor, first one occurring in the yard when he damaged a mirror, second when he pulled off on the soft shoulder with no damage to the equipment; towing charge involved, the third when he hit a parked car when making a turn.

The Union feels the discharge is too severe for an employee who has worked for the Company 21 years with only three accidents.

Case #1343.

JSC Motion: That the discharge be changed to a warning letter and the man be returned to work with no back pay.

Deadlocked Oregon JSC June 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4777	Local 81, Portlan, Oregon, and Ringsby Pacific, Ltd.
Discharge	Local 81 is protesting the discharge of Gordon West by Ringsby Pacific for an accident that occurred June 14, 1969. Case #1374. JSC Motion: That the discharge be upheld. Deadlocked Oregon JSC July 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4778	Local 208, Los Angeles, California, and Hills Transportation
Discharge	Local 208 on behalf of Ralph Lorette protests termination dated May 7, 1969 alleging "carrying of unauthorized passenger". Request is that he be returned to his work with full seniority and realize compensation for all time lost. Case #SC-6-9-3780. JSC Motion: That Ralph Lorette be returned to work with full seniority, fringe benefits and compensated for all time lost. Deadlocked Southern California JSC June 12, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4779	Local 224, Los Angeles, California, and Cal-Canadian Motor Express
Discharge	Local 224 on behalf of Essic McGinnis, Jr., protests his discharge of May 16, 1969, and requests that he be reinstated with full seniority, fringe benefits, and that he be compensated for all time lost. Case #SC-6-9-3681. JSC Motion: That the discharge of Essic McGinnis, Jr. be sustained. Deadlocked Southern California JSC June 10, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4780

Local 224, Los Angeles, California, and
Western Gillette, Inc.

Discharge

Local 224 on behalf of Joseph Parisi protests his discharge as of April 24, 1969, for alleged abuse of Company equipment on April 22, 1969. We request he be reinstated with full seniority, fringe benefits, and compensation for all time lost.

Case #SC-6-9-3706.

JSC Motion: That the discharge of Joseph Parisi be sustained.

Deadlocked Southern California JSC June 11, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4781	Local 357, Los Angeles, California, and Transcon Lines
Discharge	Jose Zuniga protests his discharge for incident of June 20, 1969 and requests that he be reinstated with full seniority and compensated for all time lost.

Case # SC-7-9-4087.

JSC Motion: That based on the facts presented, Jose Zuniga be returned to work with full seniority, fringe benefits and compensated for all time lost.

Deadlocked Southern California JSC July 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4782

Local 396, Los Angeles, California, and Pony Express

Discharge

Local 396 on behalf of Don C. Kinney is protesting second termination notice received before results of first termination notice had been determined.

Termination notice states Kinney was dishonest because he failed to notify Company of loss of driver's license from August 11, 1968 to November 11, 1968 , and drove Company vehicle during this period. Kinney states the Company is trying to terminate him regardless of the charge.

Case #SC-6-9-3842 .

JSC Motion: That Don C. Kinney be returned to work with full seniority and compensated for all time lost.

Deadlocked Southern California JSC June 13, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4783	Local 468, Oakland, California, and Pacific Intermountain Express
Discharge	Employee Havniear was discharged for having rear-ended a vehicle causing some personal injury and failing to report same to Company. Union claims that man should not have been discharged without prior warning notices. Company rules do not supercede the provisions of the contract. Union claims man is a six year seniority man with no prior accidents and that Company rules do not supersede the OTR Contract in establishing bona fide reasons for discharge without a prior warning notice in effect. Company has a published rule that all accidents must be reported immediately and failure to do so constitutes just cause for discharge. Case #6-9-CB-3075. JSC Motion: That the discharge of Havniear be sustained. Deadlocked California Bay JSC June 17, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4784

Local 941, El Paso, Texas, and
Lee Way Motor Freight, Inc.

Discharge

Union's protest to discharge of Pete Hernandez.

Mr. Joe Stovall for the Union, stated that Pete Hernandez has been employed by the Company for 17 years without any previous record of this nature and that the charge of aiding and abetting in the theft charge had been dismissed by request of the County Attorney.

Mr. Dale Smith for the Company, stated that the discharge letter issued on December 17, 1968 stated that because Pete Hernandez was apprehended by the County Sheriff and charged with theft his employment was terminated. An affidavit of the General Manager of the Tex Manufacturing Company was submitted which reviewed the customer's action to detect alleged thievery. The El Paso County Sheriff's record was submitted which identified Pete Hernandez of 421 Lisbon Street, El Paso, a pick-up and delivery driver for Lee Way Motor Freight Inc., as an accomplice with Rodrigo Audrade, a Mexican National, and employee of Tex Manufacturing Company in the theft.

Mr. Dale Smith stated that the dismissal of the case was based upon a technicality and submitted a statement from the Assistant County Attorney who handled the case, which did not change the facts leading to the charge of theft.

Case #1145.

JSC Motion: That the discharge of Pete Hernandez be sustained.

Deadlocked Arizona-New Mexico JSC June 30, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4785

Local 961, Denver, Colorado, and
The Ringsby System

Discharge

Dean Baker states: Protesting discharge - asking for reinstatement with all back pay and seniority.

Case #5.

JSC Motion: None given.

Deadlocked Colorado - Wyoming JSC June 18, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4786	Local 17, Denver, Colorado, and Garrett Freight Lines, Inc.
Warning Letter & Discharge	Amado Gutierrez protests warning letter as unfair and unjust, dated May 13, 1969.
	Amado G. Gutierrez protests discharge as of May 21, 1969 as unfair.
	Cases #44 and 118.
	JSC Motions: None given.
	Deadlocked Colorado-Wyoming JSC June 18, 1969 (for both)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4787	Local 81, Portland, Oregon, and Ringsby Pacific, Ltd.
Warning Letter	Local 81 is protesting the warning letter issued to Gordon West for an accident that occurred on June 6, 1969.
	Case # 1373.
	JSC Motion: That the warning letter be upheld.
	Deadlocked Oregon JSC July 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # 8-9-4788	Local 81, Portland, Oregon, and Valley Copperstate System
Warning Letter	Local 81 is protesting the warning letter issued to Willard Topping by Valley Copperstate System on June 18, 1969, for excessive speed and misconduct. Case # 1371. JSC Motion: That the warning letter be upheld. Deadlocked Oregon JSC July 7, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4789

Local 180, Los Angeles, California, and Navajo Freight Lines, Inc.

Warning Letter

Local 180 is protesting warning letters issued to drivers listed below and is asking that these letters be withdrawn, and removed from their personal files. We are protesting these letters, and any others issued for the same reason, on the basis that the drivers are not required under the contract to fill out any card showing hours of service other than the drivers ICC hours. We contend the letters are bing issued without merit and the facts will bear out our contention.

James Dye	Issued May 21 -Received May 28, 1969
Robert Young	Issued May 21 -Received May 28, 1969
Victor White	Issued May 29 -Received June 2, 1969
Charles Hale	Issued May 29 -Received June 2, 1969
Harold Wood	Issued June 2 -Received June 3, 1969
James Higgins	Issued June 2 - Received June 3, 1969

Case # SC 7-9-3999.

JSC Motion: That the warning notices issued to the six (6) men listed in the grievance be withdrawn.

Deadlocked Southern California JSC July 14, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4790

Local 190, Billings, Montana, and Garrett Freightlines

Warning Letter

Local 190 requests the warning letter issued July 1, 1969, be taken from Fred Hofferber's file.

Union position is that driver's statement claims tractor brakes locked and trailer brakes did not hold, thereby causing jack-knife. Driver further stated that testing stops were made at much slower speeds. Also claims on later investigation that trailer brakes were "backed off".

Accident report (signed by driver), and tach sheet from truck indicated speed of 54 MPH at time equipment jackknifed. Road was wet. Employer position that vehicle was driven too fast for conditions and warning letter for this issued on July 1, 1969. Estimated equipment repair cost $2500.00

Case #M-939.

JSC Motion: That the warning letter be reduced to a "letter of reprimand".

Deadlocked Montana JSC July 17th & 18th, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4791

Local 208, Los Angeles, California, and
Western Gillette, Inc.

Warning
Letters

Local 208 on behalf of Michael McDermott, Robert Cowell and Robert Pleticha protests warning notices issued for their refusal to cross a picket line on April 30, 1969.

Case #SC-6-9-3827.

JSC Motion: That the warning notices issued to McDermott, Cowell and Pleticha be withdrawn.

Deadlocked Southern California JSC June 13, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4792

Local 222, Salt Lake City, Utah, and
I. M. L. Freight, Inc.

Warning Letters

Protest of warning notices. Salt Lake sleeper team Cooksey and Pullar were issued warning notices dated February 24, 1969 for tieing up and delaying their equipment in Beloit, Kansas, February 13-16, 1969, allegedly due to weather conditions. The team was westbound from Cincinnati enroute to Salt Lake City and tied up at Beloit at approximately 1700 on February 13, 1969.

It is the Union's position that the warning notices are not justified; that the tractor which the team was driving had steering difficulties, and with a set of doubles on the slick road it was unsafe to continue.

Case #1455 (April 69-11).

JSC Motion: That the warning notices be withdrawn.

Deadlocked Utah-Idaho JSC May 21, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4793

Local 224, Los Angeles, California, and
Western Gillette, Inc.

Warning
Letter

Local 224 on behalf of Joseph Parisi protests the warning notice issued to him on April 21, 1969, for alleged abuse of equipment on April 13, 1969.

Case #SC-6-9-3705.

JSC Motion: That the warning notice issued to Joseph Parisi be sustained.

Deadlocked Southern California JSC June 11, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4794

Local 357, Los Angeles, California, and Dependable Trucking

Warning Letter & Discharge

CASE #3843 - Frank Lamar protests two warning notices issued for failure to report for work on April 29 and 30, 1969.

CASE #3844 - Frank Lamar protests warning notice issued May 2, 1969.

CASE #3845 - Frank Lamar protests warning notice of May 2, 1969 and termination of May 5, 1969 and requests that he be reinstated with full seniority and pay for all time lost.

Cases #SC-6-9-3843, 3844 and 3845.

JSC Motion: That these cases are improperly before this committee.

Deadlocked Southern California JSC June 13, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4795

Local 396, Los Angeles, California, and G & H Transportation

Warning Letter

Local 396, on behalf of Joe M. Rosas, Joe Labrie, Calfonso Rosas and Charles Robinson, is protesting warning letters on each of these men for violation of Company Rule #16.

Company Rule #16 states "Violation or failure to follow orders and instructions." When the above men asked for the specific violation, they received different answers, ie: Failure to punch in and out time on a manifest, taking too long for lunch, etc. Local Union 396 and the above men contend that this should be plainly stated on their warning notices.

Case # SC-7-9-3898.

JSC Motion: That the warning notices issued to J. M. Rosas, Joe Labrie, C. Rosas and Charles Robinson be sustained.

Deadlocked Southern California JSC July 8, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4796

Local 569, Astoria, Oregon, and Nehalem Valley Motor Freight

Warning Letter

Local 569 is protesting a warning letter issued to Robert Moxley on April 3, 1969 by Nehalem Valley Motor Freight.

It is the Union's position that this warning letter is improper since line drivers do not perform dock work in accordance with the contract. That on the day in question, Mr. Moxley did leave his job after working six and one-half hours, however, he was not wrong in doing so since the only work to do was dock work.

The Company contends that a Change of Operations Committee at the Joint Western does allow the Company to use line drivers to load and unload to complete their 8 hours. That in fact, Mr. Moxley would have unloaded his own rig.

Case #1318.

JSC Motion: That the warning letter be withdrawn.

Deadlocked Oregon JSC May 5, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4797

Local 692, Long Beach, California, and McKeown Transportation Company, Inc.

Warning Letter

Local 692 protests the warning notice issued on May 5, 1969 to our member, Paul C. Gosnell, Jr., and requests that it be removed from his record.

Case #SC-6-9-3656.

JSC Motion: That the warning notice issued to P.C. Gosnell, Jr. be reduced to a written reprimand.

Deadlocked Southern California JSC June 9, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
2-8-3562

Local 70, Oakland, California, and
Ringsby Truck Lines

Joint
Council #7
Dispute

The Company is trapping American President Lines vans at the consignee or shippers in Local 70 jurisdiction. The shipper or consignee is loading or unloading the freight.

The Union's position was that the driver should remain with the van.

The Company's position is that they are only paid by American President Lines for the pull and if any extra labor is performed the American President Lines is billed for it.

Case #LD-3472.

Joint Council #7 Motion: That the claim of the Union be allowed.

Deadlocked Joint Council #7 Labor-Management Committee January 4, 1968.

February, 1968 JWAC Action: Postponed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 2-8-3580

Local 85, San Francisco, California, and Delta Lines, Inc.

Joint Council #7 Dispute

Whether or not air freight picked up at the airport is, or is not, connecting carrier freight.

Union's position was that the Company used a swing shift hostler to pick up freight at the airport and bring it to the terminal. The Union is asking for time and a half for the grievant's entire shift.

Company stipulates to facts but took the position that they were a party to the A.C.I. Tariff, that air freight is connecting carrier freight and that the grievant did not deliver the freight but did bring it back to the terminal for loading on out-bound units.

Case #LD-3565.

Joint Council #7 Motion: That the claim of the Union be upheld.

Deadlocked Joint Council #7 Labor-Management Committee January 18, 1968.

February, 1968 JWAC Action: M/m/s/c/ that the committee retain jurisdiction until Local 85 can bring proof that past practice in this area exists. If the rate in this matter is a through rate with division of revenue, the claim of the Union is denied; if two or more rates are applied as a combination of locals, the claim of the Union is allowed.

May, 1968 JWAC Action: Postponed.

August, 1968 JWAC Action: Postponed.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
11-8-4230

Local 70, Oakland, California, and
Paxton Truck Lines

Joint
Council #7
Dispute

The Company had purchased a new low-bed with tiller.

It was the position of the Union that it was a new type of equipment and there was no wage rate negotiated for it.

The Company took the position that Article 51 of the Agreement covered the wage rate.

Case #LD-4062.

Joint Council #7 Motion: That the proper rate of pay is covered under the Agreement.

Deadlocked Joint Council #7 Labor-Management Committee August 15, 1968.

November, 1968 JWAC Action: Postponed.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 2-9-4370

Local 70, Oakland, California, and System 99

Joint Council #7 Dispute

Union feels that Emmett Blount should be established at the doubles rate of pay as he drives four or five days per week and has been doing this for a period of one year or more.

Case #LD-4421.

Joint Council #7 Motion: That the Union's position is upheld.

Deadlocked Joint Council #7 Labor-Management Committee January 9, 1969.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Committee retains jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 2-9-4374

Encinal Terminal Container Division, and Local 85 - San Francisco, California

Joint Council #7 Dispute

It was the position of the Union that the Company cannot pick and drop with Local 70 men within Local 85's jurisdiction.

It was the position of the Company that they can by the contract article and Agreements made by the Union with other carriers.

Case #LD-4302.

Joint Council #7 Motion: This case was referred directly to the Joint Council #7 Committee of the Joint Western Area Committee.

Joint Council #7 Labor-Management Committee date of action, November 21, 1968.

February, 1969 JWAC Action: Postponed.

May, 1969 JWAC Action: Committee retains jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
2-9-4376

Local 287, San Jose, California, and
Pacific Motor Trucking

Joint
Council #7
Dispute

Union claims consignee cannot put loaded pallets on their rollers for one driver to push into van and hand stack same.

It was the position of the Union that this was a violation of Article 45 of the Supplemental Agreement.

The Company contended that this was proper under Article 45 of the Agreement.

Case #LD-4270.

Joint Council #7 Motion: That under the provisions of Article 45 the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee November 7, 1968.

February, 1969 JWAC Action: The committee will retain jurisdiction with the understanding that the two parties will get together and work out their particular problems based on the discussion that was made.

May, 1969 JWAC Action: Committee retains jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4598

Local 70, Oakland, California, and
Los Angeles - Seattle Motor Express

Joint Council #7 Dispute

Classification. The grievant is classified as a platform man.

It was the position of the Union that he drives and receives the 10,500 lb. and over rate of pay more than 50% of the time and should be paid this rate of pay throughout the year as a permanent classification. The Company stipulated to the facts but took the position that the grievant was paid for the work he actually performed per the Agreement.

Case #LD-4532.

Joint Council #7 Motion: That the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee March 6, 1969.

May, 1969 JWAC Action: Committee retains jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4605

Star Forwarders - and

Local 85, San Francisco, California

Joint Council #7 Dispute

Personalized rate of pay. The Company had two employees who were guaranteed one hour overtime per day. If these two employees were off for any reason, the employee, who worked their job, was guaranteed the one hour overtime. Both of these employees have left these jobs and two new men have bid the job. The Company has cut out the overtime guarantee.

It was the position of the Company that the job does not carry the guarantee.

Case #LD-4473.

Joint Council #7 Motion: That the Company and the Union are instructed to check the records and if such records indicate the Company followed the practice of paying the higher rate to whatever employee performed the job, then the Company position is denied .

Deadlocked Joint Council #7 Labor-Management Committee February 6, 1969.

May, 1969 JWAC Action: Committee retains jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-9-4630

Local 315, Martinez, California, and Delta Lines, Inc.

Joint Council #7 Dispute

The Union took the position that the grievants had worked in excess of thirteen (13) days in a thirty (30) day period and had seniority with the Company. The Union presented check stubs to support their position.

It was the position of the Company that the grievants were used at the premises of one consignee. The Company took the position that the grievants were stationary lumpers and could not gain seniority.

Case # LD 4576.

Joint Council #7 Motion: That based on the evidence presented, the Union's claim for seniority for Martinez and Castorina is allowed.

Deadlocked Joint Council #7 Labor Management Committee April 17, 1969.

May, 1969 JWAC Action: The committee retains jurisdiction, however, back pay is limited to May 13, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4798

Local 70, Oakland, California, and California Motor Express

Joint Council #7 Dispute

Stanley Bertheaud was hired and used as a casual. He was worked 11 days in a period, was then not called back for additional work. Employee is related to another man employed by the Company and the Company has rules against relatives working for the Company in the same terminal.

The Union is requesting that Stanley Bertheaud be allowed to establish seniority with C. M. E.

The Company is using subterfuge by not working Berheaud the required number of days for him to acquire seniority with the Company, that this is being done solely because of the Company Rules on the employment of relatives.

The man was employed at various times as a casual, and has never worked the 13 days required any thirty day period, and thus has not qualified for seniority with the Company.

Case #7-9-LD-4771.

Joint Council #7 Motion: That based on the fact that the grievant did not attain seniority under the provisions of Article 39, Section 1 of the agreement that the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee July 3, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4799

Local 70, Oakland, California, and Delta Lines

Joint Council #7 Dispute

Union claiming time and one-half for night hostler on the night of April 17, 1969, when he (the hostler) left the yard, went to Universal Terminal, picked up and made a delivery.

Union claims that this operation was a pick-up and delivery operation and so, under the Local 70 contract all time the hostler worked on this shift should be paid at the rate of one and one-half times the regular hourly rate rather than just by payment of the hourly rate plus the premium for night shift.

The Company claims this was a normal terminal to terminal operation and the correct hourly wage which was what they paid, was the hostler hourly rate, plus the night shift premium. This is normal hostling duty and not pickup and delivery.

Case #5-9-LD-4666.

JSC Motion: That the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee June 19, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4800

Local 70, Oakland, California, and
DiSalvo Truck Lines

Joint
Council #7
Dispute

The Company bobtailed a Local 85 driver from San Francisco to the piggyback terminal in Oakland where he picked up a loaded van and delivered it.

Union requesting a day's pay for a Local 70 employee laid off.

It was the position of the Union that, had the Local 85 driver pulled a trailer to Oakland, there would be no claim.

The Company took the position that this was a normal operation.

Case # 5-9-LD 4684.

Joint Council #7 Motion: That the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee May 15, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4801

Local 70, Oakland, California, and
Navajo Freight Lines

Joint
Council #7
Dispute

Union requesting the permanent hostler's rate of pay be paid to Mr. Edley and also request all back monies due.

It was the position of the Union that the grievant should have received hostling pay every day.

The Company posted a bid for a relief hostler. The grievant was awarded the bid and was paid as a hostler when he actually performed the work.

Case # 5-9-LD 4638.

Joint Council #7 Motion: That based on the facts presented, the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee May 1, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4802

Local 70, Oakland, California, and
O.N.C. Motor Freight System

Joint
Council #7
Dispute

Abolishment or cancellation of an established bid run.

Union requesting a days pay be paid to a casual employee from the hiring hall as this is a subterfuge to beat the agreement.

Union claims that Company has an established bid procedure, and unilaterally abolished a Sunnyvale run, and is instead servicing the account with 468 and 287 drivers.

Company claims that they cancelled this run due to lack of freight. It is the Company's contention that they are not forced to run a schedule if there isn't sufficient freight to warrant it.

Case #7-9-LD-4775.

Joint Council #7 Motion: That the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee July 3, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4803

Local 70, Oakland, California, and
Pacific Intermountain Express

Joint
Council #7
Dispute

Local 70 claims that Company is bringing men from Local 85 into Local 70 jurisdiction and pulling back across the Bay. Union claims this is Local 70 work.

Union requesting a days pay for man on layoff from P.I.E.

Union claims that Local 85 men may not come into the Local 70 area empty and pick up loads for delivery in San Francisco when there are Local 70 employees on layoff.

This type of operation has been historically practiced by P.I.E. and all of the other Bay Area carriers, that the recognized Bay Area local delivery zone included both San Francisco and Oakland.

Case #7-9-LD-4772.

Joint Council #7 Motion: That the claim of the Union is upheld.

Deadlocked Joint Council #7 Labor-Management Committee July 3, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4804

Local 70, Oakland, California, and Pacific Motor Truck

Joint Council #7 Dispute

Union claims that on following employees the Company has arbitrarily changed their starting times from 7:00 a.m. starts to 8:00 a.m. starts:

Daniel J. Haman	Harold V. Terry
Clifton Seavey	Ernest A. Bisordi
Morris Jacobs	Thomas Flores
Arthur Jusilla	Wilbur Nesslage
Allan R. Stickler	Theodore Johnson
Howard L. Southwick	Russell Kinyon

Union requesting the Company pay all monies due and that the Company maintain the 7:00 A.M. starting time.

Company no longer needs the men at this time of the morning, the contract specifies a starting time of 8:00 a.m., this is the time these men have been re-assigned to come in.

Case #LD-4700.

Joint Council #7 Motion: That the claim of the Union be allowed.

Deadlocked Joint Council #7 Labor-Management Committee June 19, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4805	Local 70, Oakland, California, and T. I. M. E. -DC
Joint Council #7 Dispute	Company called hall for two men, by name. Hall said they were not there, and gave slips to two other men to report to work on swing shift. Later in the day, Company contacted hall again when men whom they originally requested were at hall. Company said they only needed two men. Hiring Hall dispatched the two men who had been requestef for by name. A total of four men showed up to clock in at Company. Company phoned Hiring Hall, repeated they only needed two men, dispatcher told Company to send the other two back. The ones sent back had clocked in first and claim days pay. Claim: Day's pay each for C. Corson and M. Rice who were both denied work opportunity on the swing shift. Case # 7-9-LD 4821. Joint Council #7 Motion: The parties are instructed to check the dispatch records. If the dispatch of Corson and Rice is prior to that of Garrett and Collins, the claim of the Union is allowed. Deadlocked Joint Council #7 Labor-Management Committee July 17, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4806

Local 70, Oakland, California, and
Wells Cargo

Joint Council #7 Dispute

Company called the hiring hall for a tractor driver. The hiring hall sent a man out. The Company let the man clock in and used him for a few minutes on the dock. Company discovered the man was not qualified to driver tractor and sent him home.

Union claiming a days pay for Bob Lloyd at the applicable rate.

Man clocked in, was worked on the platform, makes him entitled to the 8 hours minimum under the contract.

Company called the hall specifying they needed a tractor driver. The man reported to the Company with the hiring hall slip specifying "Hostler". Company did not need him to hostle for a short length of time, so used him for a few minutes on the platform. They then told him to break up a set in the yard. The man attempted this, but did not know how to release the air or unhook his hoses. Pulled the Glad Hands off when he attempted to get out from under. Company claims that hiring hall dispatcher has a responsibility of seeing to it that a man sent out to hostle is qualified to hostle. Man did not have a Class 'A' Licence.

Case #7-9-LD-4802.

Joint Council #7 Motion: That the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee July 3, 1969.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
8-9-4807

Local 287, San Jose, California, and
California Motor Express

Joint
Council #7
Dispute

Jurisdiction - to determine which companies employees performing loading and unloading work. Union requesting 'this practice be stopped."

California Motor Express dropping vans at Interstate Motor Lines Terminal to be loaded and driver not in attendance. The Union feels that the driver should be there to load his own equipment.

Company says the freight is being loaded by Local 287 employees of Interstate Motor Lines which is what is required by the contract, and further that the freight to all intents and purposes still belongs to I.M.L. so there should be no jurisdictional problem.

Case #6-9-LD-4742.

Joint Council #7 Motion: That based on the fact the equipment was loaded by bargaining unit people, the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee
July 3, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4808

Local 287, San Jose, California, and Delta Lines

Joint Council #7 Dispute

Junior man had an assigned run. He was layed off due to lack of work and a senior man was assigned this run. When junior man was called back, the Company again assigned him to the run he had been originally assigned, - senior man went to another run. This particular run involves some early starts. Union is not claiming that the junior man shouldn't have been given the run back, but says that every morning when there are early starts, if the junior man is dispatched at an earlier hour than the senior man, the senior man should be compensated for the difference in starting times.

Union requests 1 1/2 hours at overtime rate for the three days involved.

Senior man is entitled to early starts. If the Company brings in a junior man to start early, then the senior man must be compensated for the difference in starting times.

When a man who has been on an assigned run returns after layoff, he is entitled to go back on the same run. The early starts vary greatly from time to time, it would be impossible to work the senior man on this established run just on the days when an early start is involved. The occasional early starts are a part of this assigned run.

Case #7-9-LD-4816.

Joint Council #7 Motion: That the claim of the Union is upheld.

Deadlocked Joint Council #7 Labor-Management Committee July 17, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # 8-9-4809

Local 287, San Jose, California, and Interstate Motor Lines

Joint Council #7 Dispute

Shippers/Consignees Fork Lift entered a van with palletized freight, which was then unstacked by hand from the pallets and restacked by hand in the trailer.

Union requests: "Company be instructed to cease and desist this practice."

That as long as any hand loading is involved, the Shippers/Consignees Fork Lift may not go beyond the lip of the truck, which the Union construes to be that area immediately to the rear of the trailer itself.

The driver of the Fork Lift did not get off the Fork at any time, did no hand unloading or loading. The lip of the truck is construed by the Company to be the very rearmost portion of the truck bed itself, an integral part of the vehicle.

Case # 7-9-LD4835.

Joint Council #7 Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee July 17, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4810

Local 287, San Jose, California, and Ringsby Truck Lines, Inc.

Joint Council #7 Dispute

The grievant had signed the excessive overtime list. On the date in question, the grievant was sent home, and a man who did not sign the overtime list was permitted to work.

3 & 1/2 hours at 1-1/2 times to the named employee - Herb Scribner.

It was the position of the Company that there wasn't any work to be performed at the dock when the grievant was sent home, and that no work developed until one of the bobtails arrived at the terminal approximately 35 to 40 minutes after the grievant was sent home.

Case # 5-9-LD 4647.

Joint Council #7 Motion: That the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee May 1, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4811

Local 287, San Jose, California, and Consolidated Freightways

Joint Council #7 Dispute

On Saturday, April 12, 1969, the Company called four men from the Hall to perform short line work.

One day's pay at 1-1/2 times for the above mentioned employees.

The Union took the position that this was local work three days a week and should be local work on Saturday. The Union stipulated that overflow work to Salinas would be short line, but objected to Company using Hiring Hall men.

The Company took the position that they had used Hall men in the past and said they were agreeable to using their regular employees if they were paid at the short line rate of pay.

Case # 5-9-LD 4652.

Joint Council #7 Motion: That the claim of the Union is allowed.

Deadlocked Joint Council #7 Labor-Management Committee May 1, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4812

Local 287, San Jose, California, and
Tri-Valley Growers

Joint Council #7 Dispute

Claim by Union that Tri-Valley should dovetail seniority of Tri-Valley and Dole Corporation as of February 1, 1969 which they did not do. Claim one day's pay for each day lost by the above named employees.

Tri-Valley assumed the Carrier Operations of Dole Corporation and in doing so assumed the responsibility for dovetailing their seniority list with that of Dole Corporation. Inasmuch as they failed to do so two senior men of Dole Corporation were laid off for lack of work, while junior men appearing on Tri-Valley's seniority list were working.

Company claims that they did not take over the portion of the operation which included the movement and distribution of the case goods on hand at Dole Corporation. when they assumed control of the other portion of the Carrier Operation. That the two men in question were called by Dole back from layoff and worked for Dole in their position on Dole's seniority list.

Case #LD-4708.

Joint Council #7 Motion: That the two seniority lists should have been dovetailed February 1, 1969 and the claims of the Union are allowed.

Deadlocked Joint Council #7 Labor-Management Committee June 19, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4813

Local 315, Martinez, California, and Santa Fe Trail Transportation Co.

Joint Council #7 Dispute

Employee reported for work late. Company refused to let him clock in. Employee said he would take a couple of days off as his ribs were sore where he had suffered an off the job injury. Company then told man he would have to get a clearance from his doctor to return to work. Man secured a qualified release "..no lifting." Man was instructed to get an unqualified release before he returned to work. He was not allowed to work until he had secured the unqualified release. Union requests: pay for all days missed and medical bills.

That Company was obligated to work this man as he has seniority in the barn, also that his work does not involve any lifting, merely working the Pigs.

That all men are aware that after they suffer any injury, they must secure an unqualified release from the doctor. They will not permit any employee to work with a qualified release. The Company states that although the man is assigned to the Pigs, his work consists of hooking up, lifting the stands, blocks, etc.

Case # 7-9-LD4818.

Joint Council #7 Motion: That the claim of the Union is upheld less monies paid for sick leave.

Deadlocked Joint Council #7 Labor-Management Committee July 17, 1969.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 8-9-4814

Local 315, Martinez, California, and
Santa Fe Trail Transportation Company

Joint Council #7 Dispute

Cases 7-9-LD4819 and #7-9-LD4737 heard as one.

Can employees be called in for early starts providing the Company has not posted the early start on the board the night before, prior to the employee clocking out?

Union claims senior man was not called, a junior man was called for early start instead. Union requests: "Pay for all time worked by less senior employee. Early start to be posted the night before."

Union claims that Company can set up the early starts the night before which will result in the senior men being given the first opportunity to work the early starts.

Company claims that it is impossible to guage correctly, the arrival times of the Pigs, that they do not generally know the night before that an early start is going to be necessary. As soon as they discover it is, they go down their list calling the men in for early starts. In this case, they claim that the senior man was called, but failed to answer his phone. Time, dates, number of calls etc. were documented by Company's Telephone Log Book.

Case # 7-9-LD4819 and 7-9-LD4737.

Joint Council #7 Motion: That based on the Company's records, the claim of the Union is denied.

Deadlocked Joint Council #7 Labor-Management Committee July 17, 1969.